

1. City Council Meeting Agenda

Documents:

[FEBRUARY 2, 2017 CITY COUNCIL REGULAR MEETING AGENDA
PACKET.PDF](#)
[FEBRUARY 2, 2017 CITY COUNCIL REGULAR MEETING AGENDA.PDF](#)

2. Meeting Audio & Video

- [MEETING AUDIO](#)
- [MEETING VIDEO](#)



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, February 2, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:45 p.m. ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Approval of new office warehouse at 858 West 350 North – Horizon Masonry.

7:00 p.m. CITY COUNCIL MEETING

1. Opening – Council Member Jake Garn.
2. Call to the Public.
3. Adding Full Time Employees in Kaysville Fire Department – KFD Captains.
4. Parkwood Subdivision Phase I Acceptance of Improvements at Approximately 35 West Shepard Lane.
5. Final Plat Approval for Clifton Subdivision at 42 North Angel Street – Paul Clifton.
6. Final Plat Approval for Meadow Manor Subdivision Amended at 1512 South Driftwood Lane – Robert Wood.
7. Final Plat Approval for Lot 9 Kingsview Estates Amended at 278 East Shepard Lane –Wendell Peery.
8. Permit Proposal for Parking on residential streets around Davis High School.
9. Election Agreement with Davis County.
10. Amendment #1 to the Interlocal Cooperation Agreement for Animal Services.
11. Approval of two job descriptions in Kaysville Police Department.
12. Appointment of Mayor Pro Tempore - 2017.
13. Council Member Reports.
14. Minutes.
15. Calendar.
16. Adjournment.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on January 30, 2017.

Maria T. Devereux
Maria T. Devereux
City Recorder



Kaysville Business Park Architectural Review Committee Staff Report

Kaysville Business Park No. 18 Amended Lot 1B February 2, 2017

New Office/Warehouse Building Development

Owner / Applicant: Horizon Masonry / Logan Hammer with Silverpeak Engineering
Address: 858 W. 350 North
Property Size: 2.43 acres

Description:

The proposed development is for an office/warehouse building with a footprint of 23,283 sq. ft. The CMU block building is a 2 story structure designed to be divided to include as many as 7 suites. Each suite has roughly 3,300 sq. ft. of ground floor area for office/warehouse use and an additional 1,500 square feet on the second floor mezzanine for additional office/warehouse space. In total there is some 34,000 sq. ft. of usable space. The current proposal is to build the shell of the building and future tenants/users would improve their space to suit their needs. There are currently no known users.

Access to the property is from the north end of the 350 North cul-de-sac and the parking area provides access around the entire building with a large drive area behind the building where the loading areas are proposed.

The site includes 118 parking stalls, 5 of which are handicap spaces. This equates to 16 stalls per space. The provided spaces account for enough parking for 22,000 sq. ft. of office space and 3 warehouse employees per unit.

The site exceeds the minimum amount of landscaping and shows the required number and variation of trees per the covenants of the business park. Tree species will be verified with building permit to ensure compliance with allowed varieties.

There is a notable utility easement that runs from north east to southwest along the north side of the property that has been accounted for with the placement of the building. Also Rocky Mountain Power has a transmission line that runs along the east side of the property. The applicant has been working with Rocky Mountain Power to ensure the building is placed appropriately according to their clearance requirements. An approval letter from Rocky Mountain Power will be required before issuing a building permit.

There is no proposal for ground signs, only flat wall signs shown generically on the provided elevation drawings.

The project appears to be similar to other development within the business park as to the uses it would accommodate. It is also similar in architectural style and materials to other existing buildings in the park and appears to meet the requirement for a horizontal appearance with the use of building materials that convey permanence, substance, and restraint, and blend with buildings existing in the adjacent area of the Park.

Recommendation:

Staff has reviewed the proposal and recommends that the Architectural Review Committee approve the development of the new office/warehouse site for Horizon Masonry as proposed.

Attachment 1:	Location Map
Attachment 2:	Site Plan
Attachment 3:	Floor Plan
Attachment 4:	Building Elevations

858 West 350 North - Kaysville Business Park No.18 Amended Lot 1B



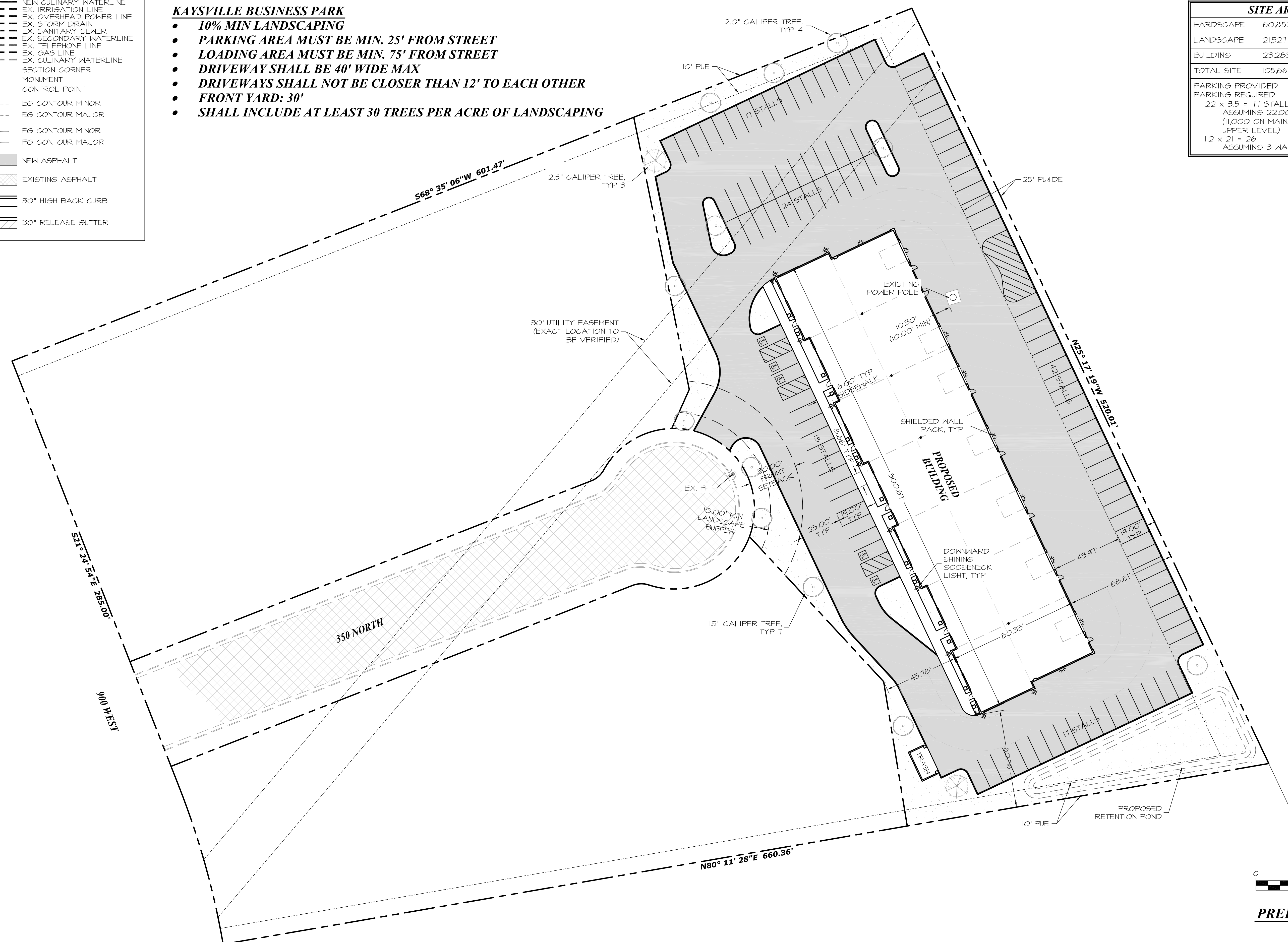
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	SETBACK LINE
	NEW IRRIGATION LINE
	NEW STORM DRAIN
	NEW SANITARY SEWER
	NEW SECONDARY WATERLINE
	NEW CULINARY WATERLINE
	EX. IRRIGATION LINE
	EX. OVERHEAD POWER LINE
	EX. STORM DRAIN
	EX. SANITARY SEWER
	EX. SECONDARY WATERLINE
	EX. TELEPHONE LINE
	EX. GAS LINE
	EX. CULINARY WATERLINE
	SECTION CORNER
	MONUMENT
	CONTROL POINT
	EG CONTOUR MINOR
	EG CONTOUR MAJOR
	FG CONTOUR MINOR
	FG CONTOUR MAJOR
	NEW ASPHALT
	EXISTING ASPHALT
	30" HIGH BACK CURB
	30" RELEASE GUTTER

- KAYSVILLE BUSINESS PARK**

- ***10% MIN LANDSCAPING***
- ***PARKING AREA MUST BE MIN. 25' FROM STREET***
- ***LOADING AREA MUST BE MIN. 75' FROM STREET***
- ***DRIVEWAY SHALL BE 40' WIDE MAX***
- ***DRIVEWAYS SHALL NOT BE CLOSER THAN 12' TO EACH OTHER***
- ***FRONT YARD: 30'***
- ***SHALL INCLUDE AT LEAST 30 TREES PER ACRE OF LANDSCAPING***

<i>SITE AREA TABULATION</i>			
HARDSCAPE	60,852 SQ.FT.	1.40 AC.	57.59%
LANDSCAPE	21,527 SQ.FT.	0.49 AC.	20.31%
BUILDING	23,283 SQ.FT.	0.54 AC.	22.04%
TOTAL SITE	105,662 SQ.FT.	2.43 AC.	100.00%
PARKING PROVIDED		118 STALLS	
PARKING REQUIRED		103 STALLS	
22 x 35 = 77 STALLS			
ASSUMING 22,000 SQ.FT. OF OFFICE SPACE (11,000 ON MAIN LEVEL & 11,000 ON FUTURE UPPER LEVEL)			
1.2 x 21 = 26			
ASSUMING 3 WAREHOUSE EMPLOYEES PER BAY			



HORIZONTAL SCALE: 1"=30'

PRELIMINARY SITE PLAN



SEAL

177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065



HORIZON MASONRY
APPROX. 850 W 350 S
KAYSVILLE, UTAH

DATE: 01-06-2017
PROJECT: 16-153
DRAWN BY: C.D.

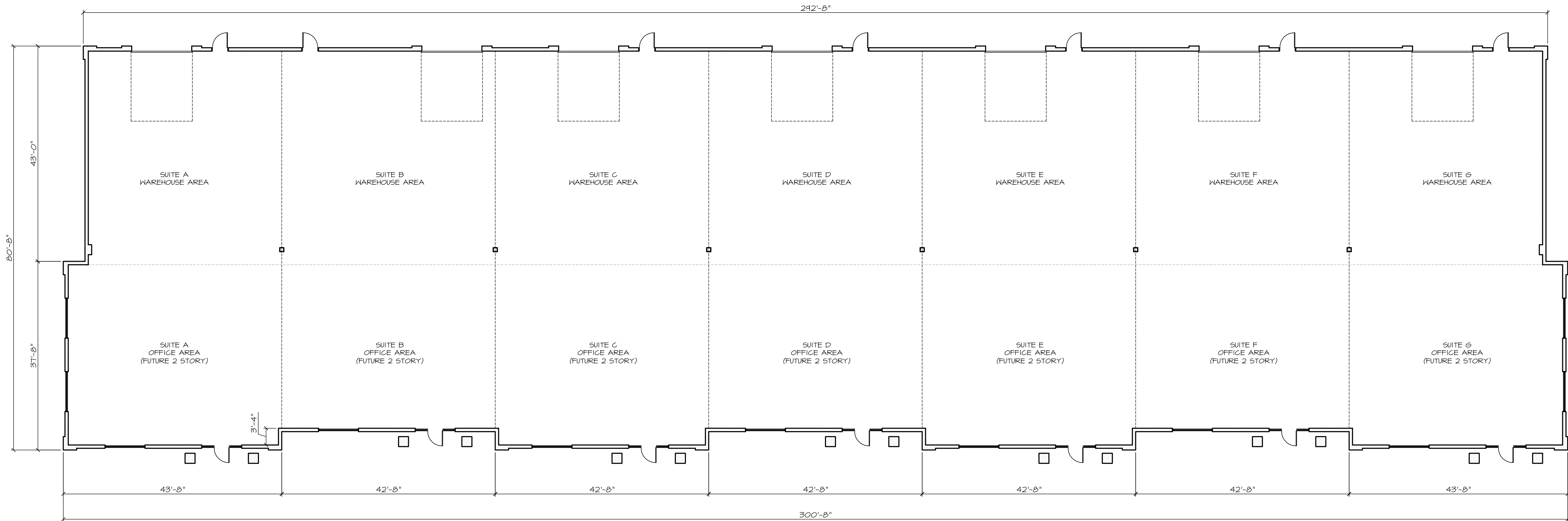
REVISIONS:



**PRELIMINARY
SITE PLAN**

SHEET NUMBER:

C2.0



PRELIMINARY FLOOR PLAN

SCALE: 3/32" = 1'-0"
FOOTPRINT: 23,283 SQ.FT.
(DOES NOT INCLUDE FUTURE UPPER FLOOR AREAS)

1
A2

SEAL:

177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SILVERPEAK
ENGINEERING

STRUCTURAL

CIVIL

SURVEY

DESIGN

HORIZON MASONRY
APPROX. 850 W 350 S
KAYSVILLE, UTAH

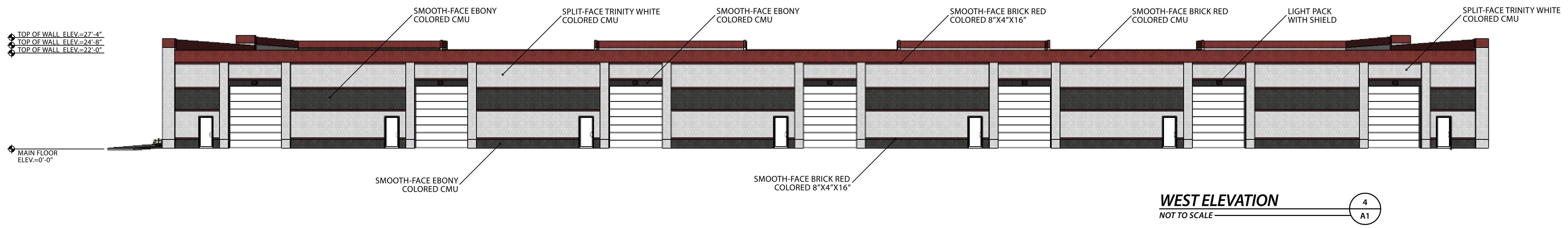
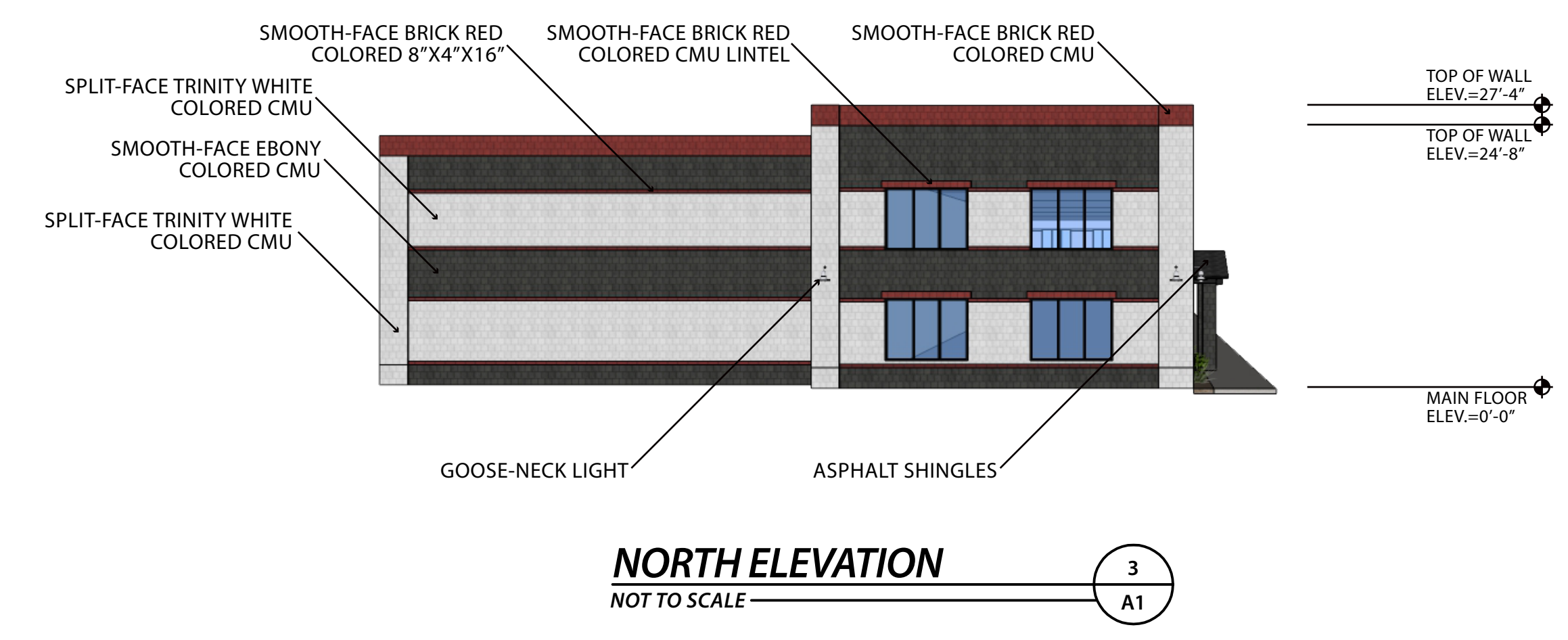
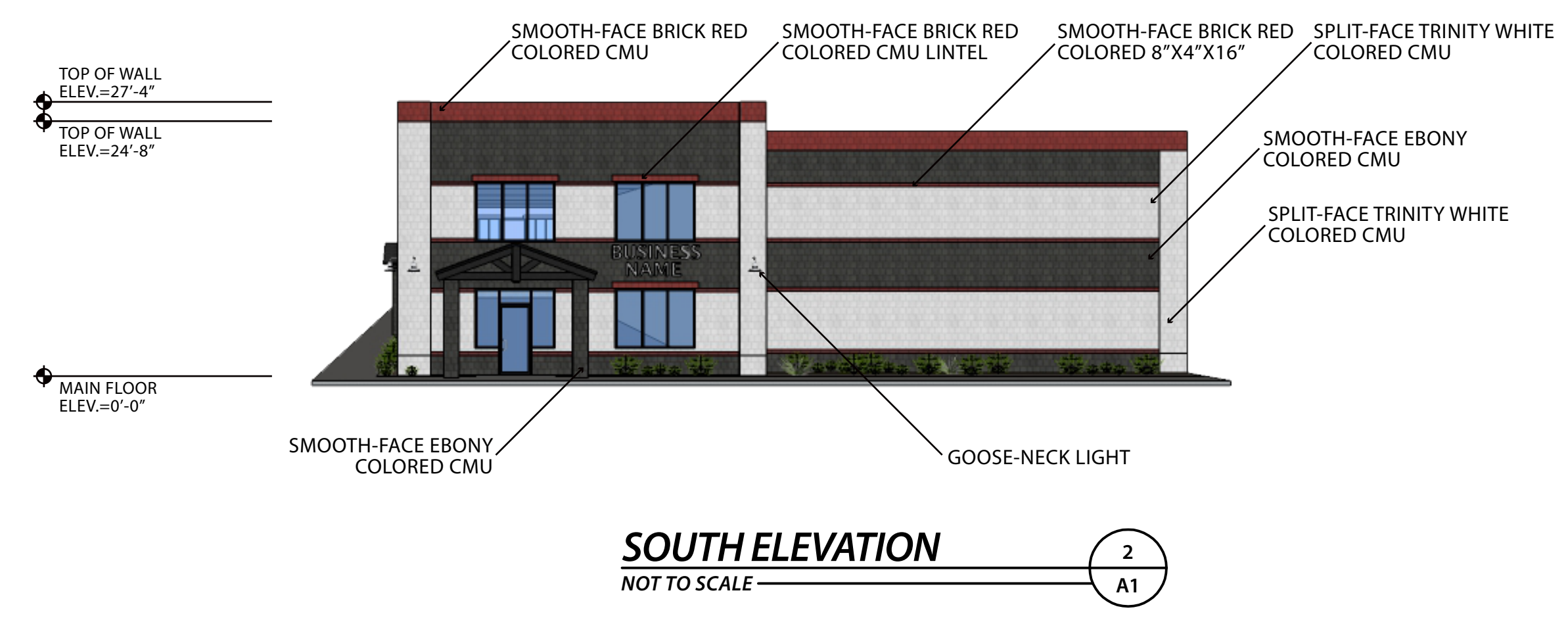
DATE: 01-06-2017
PROJECT: 16-153
DRAWN BY: C.D.
REVISIONS:

SILVERPEAK
ENGINEERING

PRELIMINARY
FLOOR PLAN

SHEET NUMBER:
A2

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.



KAYSVILLE FIRE DEPARTMENT
FEBRUARY 2017

Examples of Fire Department staffing, number of calls and population base.

Standard staffing schedules are made up of 3 separate shifts A, B, C
Standard full time personnel shift schedules are 48 hours on, 96 hours off
Standard part-time personnel shift schedules are 12-hour shifts

Syracuse City Fire -*population 27,000*

- Crew consists of 4 persons per shift
- **3** full time per shift/**1** part time per shift
- Total of **9** full time assigned to the department

1017 calls-2016

Clinton City Fire- *population 21,000*

- Crew consists of 4 persons per shift
- **3** full time per shift/**1** part time per shift
- Total of **9** full time assigned to the department

1246 calls-2016

Kaysville City Fire/Fruit Heights *population 38,000*

- Crew consists of 4 persons per shift
- **1** full time per shift/**3** part time per shift (when fully staffed)
- Total of **3** full time assigned to the department

1600> calls

Roy City Fire- *population 38,000*

- Crew consists of 12 persons per shift
- **11** full time per shift/**1** part time per shift
- Total **33** full time assigned to the department

5400 calls (2015) 2 Fire Stations

North Davis Fire (West Point /Clearfield) *population 40,500*

- Crew consists of 8 persons per shift
- **7** full time per shift/**1** part time per shift
- Total of **21** full time assigned to the department

3200 calls- 2 Fire Stations

North View Fire (North Ogden) *population 35,000*

- Crew consists of 6 persons per crew
- **5** full- time per shift/**1** part time per shift
- Total of **15** full time assigned to the department

2200 calls (2015) currently building 2nd Fire Station

Farmington City Fire-*population 22,000*

- Crew will consist of 4 persons per shift
- Currently **1** full-time per shift, BUT has been approved for an additional **1** full-time per shift for a total of **2** full-time per shift with **2** part-time per shift

1199 calls

Layton City Fire- *population 70,790* (2015)

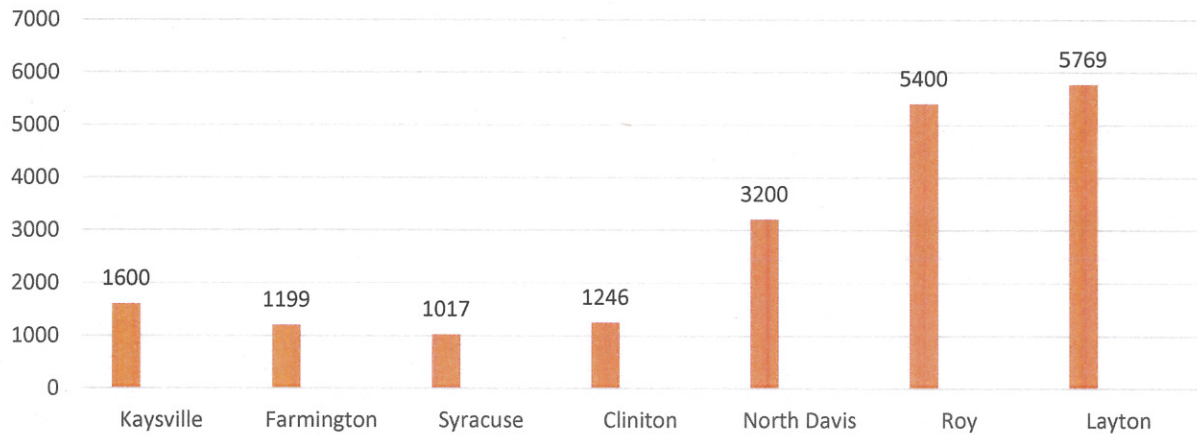
- Crew consists of 16 persons per shift
- **14** full time per shift/**2** part time per shift
- Total of **42** full time assigned to the department
- Currently asking for 6 additional full time

5769 calls

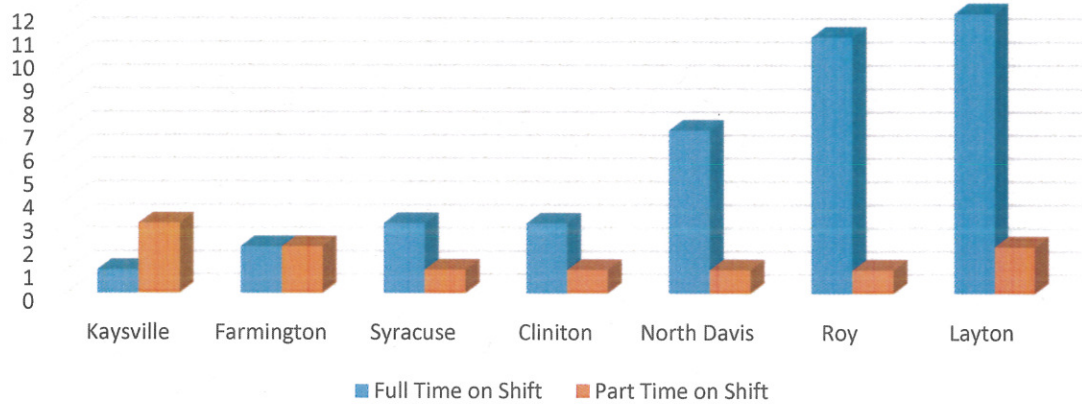
(Layton also has a staff of 7 full time admin. For a total of 49 full time)

These departments also have additional full time staffing including Deputy Chiefs, Fire Marshals/Inspectors, and Administrative Secretaries

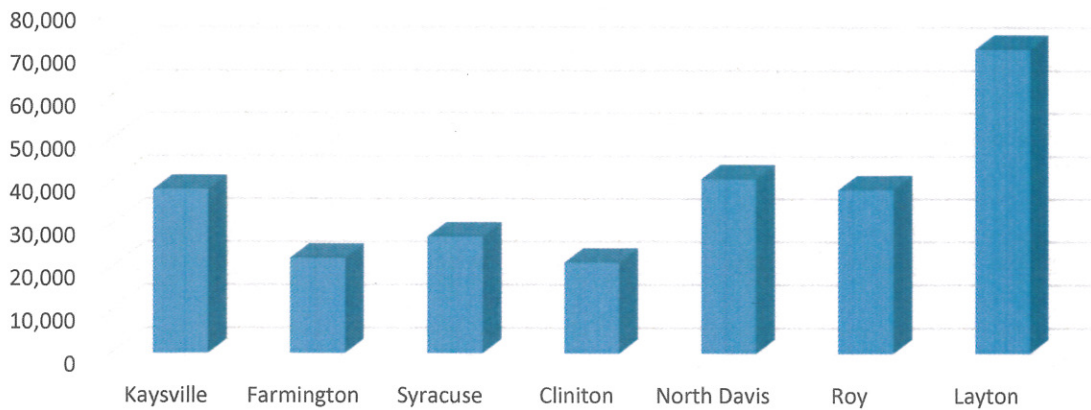
Call Volume 2016



Staffing



Population 2016



Uncovered duty shifts/hours for 2016

An uncovered duty shift is simply an open shift that does not get filled or covered.

Total for the year – 966.5 hours ***uncovered***

966.5 ***uncovered*** hours = 80 uncovered 12 hour shifts

Hours

January-32.5

February-67.5

March-115.5

April-61

May-87

June-187

July-163

August-58

September-66

October-48.5

November-41

December-39.5

Advantages of Full time personnel

- Consistency
- Guaranteed filled shifts
- Commitment to the job
- Performance and Productivity increase
- Sense of ownership
- Sense of loyalty
- Increased safety assurance
- Fully invested
- Increased training retention
- Responsiveness to critical incidents increased

Recommendations for staffing

Preferred

Station 61 staffed with **5** personnel 24/7

- Addition of 2 full time (per shift) for a total of 3 full time (per shift) and 2 part time personnel (per shift)

Each shift (total of 3 shifts) A,B,C

- Captain/Full time
- Engineer/Full time
- Firefighter-Ambulance/Full time
- Firefighter-Ambulance/ part time
- Firefighter-Ambulance/part time

Alternate

Station 61 staffed with **5** personnel 24/7

- Addition of 1 full time (per shift) for a total of 2 full time (per shift) with 1 ***permanent part time*** and 2 part time (per shift)

Each shift (total of 3 shifts) A,B,C

- Captain/Full time
- Engineer/Full time
- Firefighter-Ambulance/***permanent part time***
- Firefighter-Ambulance/part time
- Firefighter-Ambulance/part time

Alternate

Station 61 staffed with **5** personnel 24/7

- Addition of 1 full time (per shift) for a total of 2 full time (per shift) and 3 part time personnel (per shift)

Each shift (total of 3 shifts) A,B,C

- Captain/Full time
- Engineer/Full time
- Firefighter-Ambulance/part time
- Firefighter-Ambulance/part time
- Firefighter-Ambulance/part time

Alternate

Station 61 staffed with **4** personnel 24/7

- Addition of 1 full time (per shift) for a total of 2 full time (per shift) and 2 part time (per shift)

Each shift (total of 3 shifts) A,B,C

- Captain/Full time
- Engineer/Full time
- Firefighter-Ambulance/part time
- Firefighter-Ambulance/part time

Permanent part time personnel could be an option for all scenarios

What it takes to become a Firefighter/EMT/Paramedic

Firefighter school in general will take 5-6 months
Approximately 178 hours of class time/practical time
Must pass a written and practical exam
Minimum certifications required/Kaysville Fire
Firefighter 1
Firefighter 2
Hazmat awareness
Hazmat Ops

EMT Basic/Advanced/Paramedic

Basic EMT requires 150 hrs. Class time
Written and practical National exam

EMT Advanced 320-350 hrs. Class time
Written and practical National exam

EMT Paramedic (2 years average w/pre-requisites)
Pre-requisites college accredited classes
Math
English
Anatomy Physiology/ Biomed
Medical Terminology
Entrance exam pass
1500 hours class time
170 hours clinical
480 minimum hours ride along
Written and practical National exam
36 credit hours earned upon completion of class
Kaysville Fire Dept. functions as an EMT Advanced agency (minimum requirement Advanced EMT)
30% of personnel at Kaysville are Paramedic's
Total time to become a FF/Paramedic 2-3 years

Recommendations for staffing in the *future*

We feel that to be the most effective, accountable and professional Fire Department for the citizens of Kaysville City a **2nd Fire Station must be built** so that emergencies West of I15 can be promptly addressed. This will also eliminate the various issues and challenges that we have now including:

- Delayed response times to the West area
- Back-to-back calls
- Lack of a guaranteed staffed additional Fire Engine for fire related emergencies.

Also, in order to have consistent, professional and accountable business and building inspections, it would be our recommendation to have a permanent, part time Fire Department Inspector/Fire Marshal.

This would ensure that inspections are being performed by a trained Fire Department building Inspector and would greatly reduce the chances of inconsistencies and inspections performed by untrained staff.

Having a designated Inspector would also allow for the on duty crews to have desperately needed time for training and the day-to-day activities.

Another area that we feel we could greatly improve on customer service and response times is staffing our own Paramedics. We now use the Davis County Sheriff/Paramedic service. These Sheriff/Paramedics are positioned in multiple locations along the Davis County area and response times can often times be delayed. Having our own Paramedics staffed in house will allow for faster, safer response times and improved customer service. It will also allow for 2 more additional personnel on Fire emergencies.

Here are two examples of the importance of response times:

- Once a patient goes into cardiac arrest their chances of survival diminish by 10% for every minute that passes. As you can see, after 10 minutes the chance for survival is very unlikely.
- House fires. Depending on the literature/source you look at, house fires can double in size every 30 seconds to 3 minutes (depending on stage of fire and fire load).

Staffing recommendations for the *future*

Station 61 Fire Chief

Station 61

- Captain
- Engineer
- Firefighter/Ambulance
- Firefighter/Ambulance
- Paramedic
- Paramedic

Station 62

- Captain/OIC
- Engineer
- Firefighter/Ambulance
- Firefighter/Ambulance

Fire Marshal/Inspector – Permanent Part Time
Administrative Secretary – Permanent Part Time

Challenges and Concerns specific to Kaysville Fire

- Ongoing efforts to obtain additional full time staff
- Staffing- keeping shift slots (3 part time) filled 24/7
- Back to back calls, this happens approximately **30%** of the time and leaves Kaysville City with **0** emergency responders while the on duty crew is transporting or attending to the multiple emergencies.
- Distance to outlying boundaries (Specifically West Kaysville). It takes approximately **10** minutes to arrive to the South corner of West Kaysville from St.61 – This is an issue that needs considerable attention. Adding a 2nd Station (St. 62) would be the solution to ensuring prompt arrival times and the service and safety that the Kaysville residents out West deserve and need. (Dispatching Farmington or Layton Fire will not alleviate the problem. Their arrival time would still not be sufficient)
- Wooded hollows - These heavily wooded ravines run along several different areas in Kaysville and Fruit Heights. The potential fire hazard is extremely high and poses a significant concern.
- Interstate 15 emergencies
- Highway 89 emergencies
- Railroad track emergencies
- Commercial area emergencies
- Wildland brush fire on the foothills of Fruit Heights
- Business/Building Inspections
- Multiple schools



To Shayne Scott, City Manager From: Dean Storey, Finance Director

Date: February 1, 2017

RE: Additional and Incremental Costs – Fire Department Staffing

The City Council Agenda for February 2, 2017 includes a request for consideration of additional staffing at the Fire Department. You have asked for a preliminary estimate of fiscal impact as we consider the FY 2018 Budget.

The estimated fiscal impact is an annual cost of \$93,896 per fire fighter if no substitution is made and an incremental cost of \$42,342 if a substitution is made.

Fire Fighter II / EMT - Market Comparison

Entity	Mid	Max
Ogden	\$45,784.00	\$52,874.00
South Davis Metro	\$43,386.00	\$50,539.00
Layton	\$45,587.00	\$53,185.00
Riverdale	\$46,685.00	\$56,326.00
Roy	\$47,246.00	\$56,074.00
Syracuse	\$43,680.00	\$52,649.00
	\$272,368.00	\$321,647.00
Average	\$45,394.67	\$53,607.83
Market Comparison Average (Hire Range between Mid and Max)	\$49,501.25	
Social Security and Medicare - 7.65%	\$3,786.85	
LTD & Worker's Comp - 3%	\$1,485.04	
Firefighters Retirement URS Tier 1 - 18.94%	\$9,375.54	
Health Insurance - Family	\$17,500.00	
	\$32,147.42	
Fire Fighter II EMT Cost	\$81,648.67	
Estimated Overtime and Shift Coverage 18%	\$12,247.30	
Total Estimated Cost	\$93,895.97	[No Substitution]
Offset Costs		
Volunteer Firefighter (\$16.00/hr + 10.65%) x 2912	(\$51,554)	
Incremental Cost per FireFighter	\$42,341.97	[With Substitution]



City Council Staff Report

Parkwood Subdivision Phase I Acceptance of Improvements February 2, 2017

Applicant/Owner: Jack Fisher Capital
Location: Approximately 35 West Shepard Lane

Description:

The developer of this project has completed installing the required improvements and has requested that they be accepted. As of the date of this report, all of the improvements within Public Works purview are in and accepted with one exception: a small piece of curb needing repairs scheduled to be inspected on Monday 1/30/17. Following that, the punch list from the inspector will be complete and things should be ready for approval from the council.

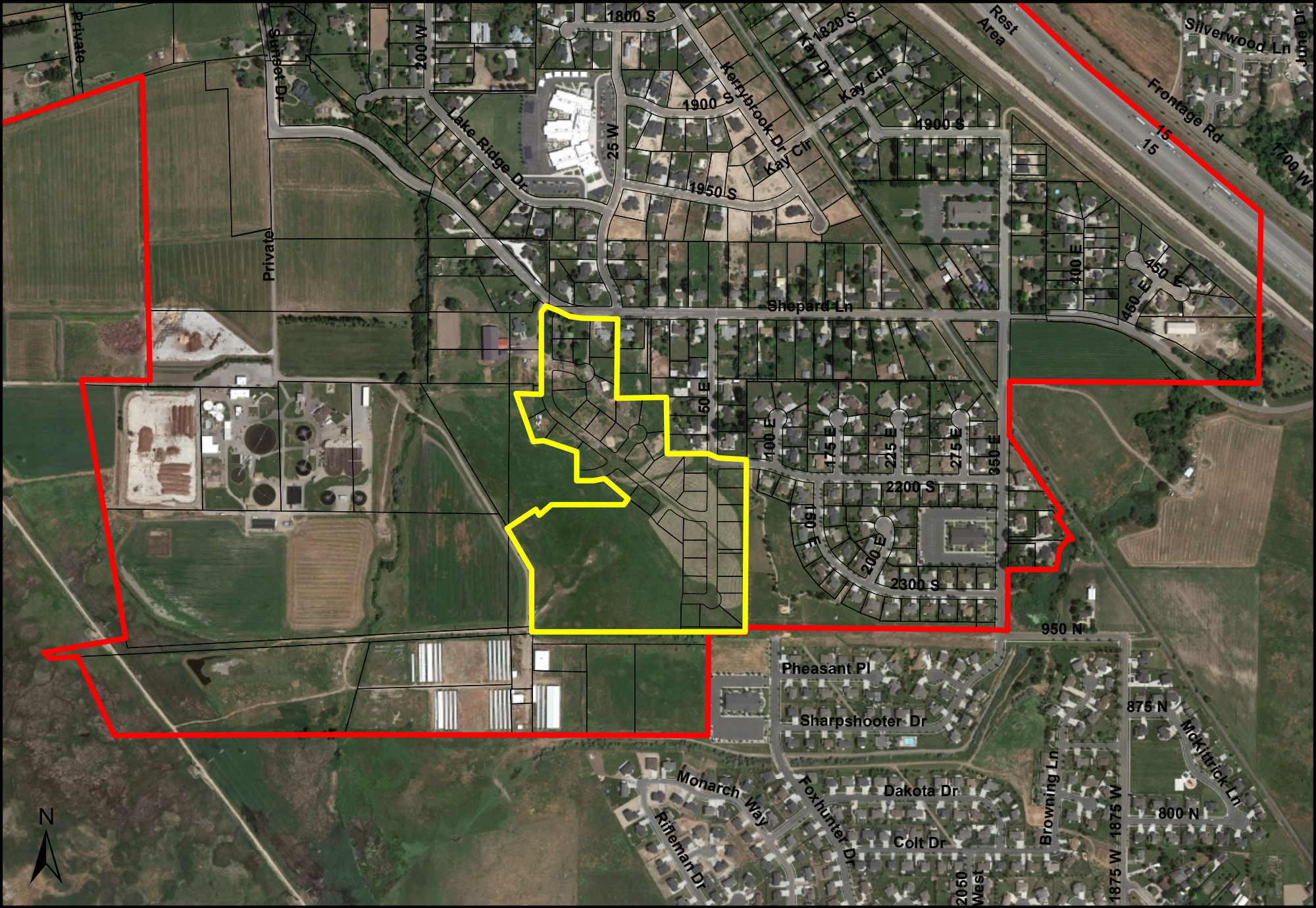
Staff will be prepared to share the results of the final curb inspection at City Council meeting before a vote is made.

Recommendation:

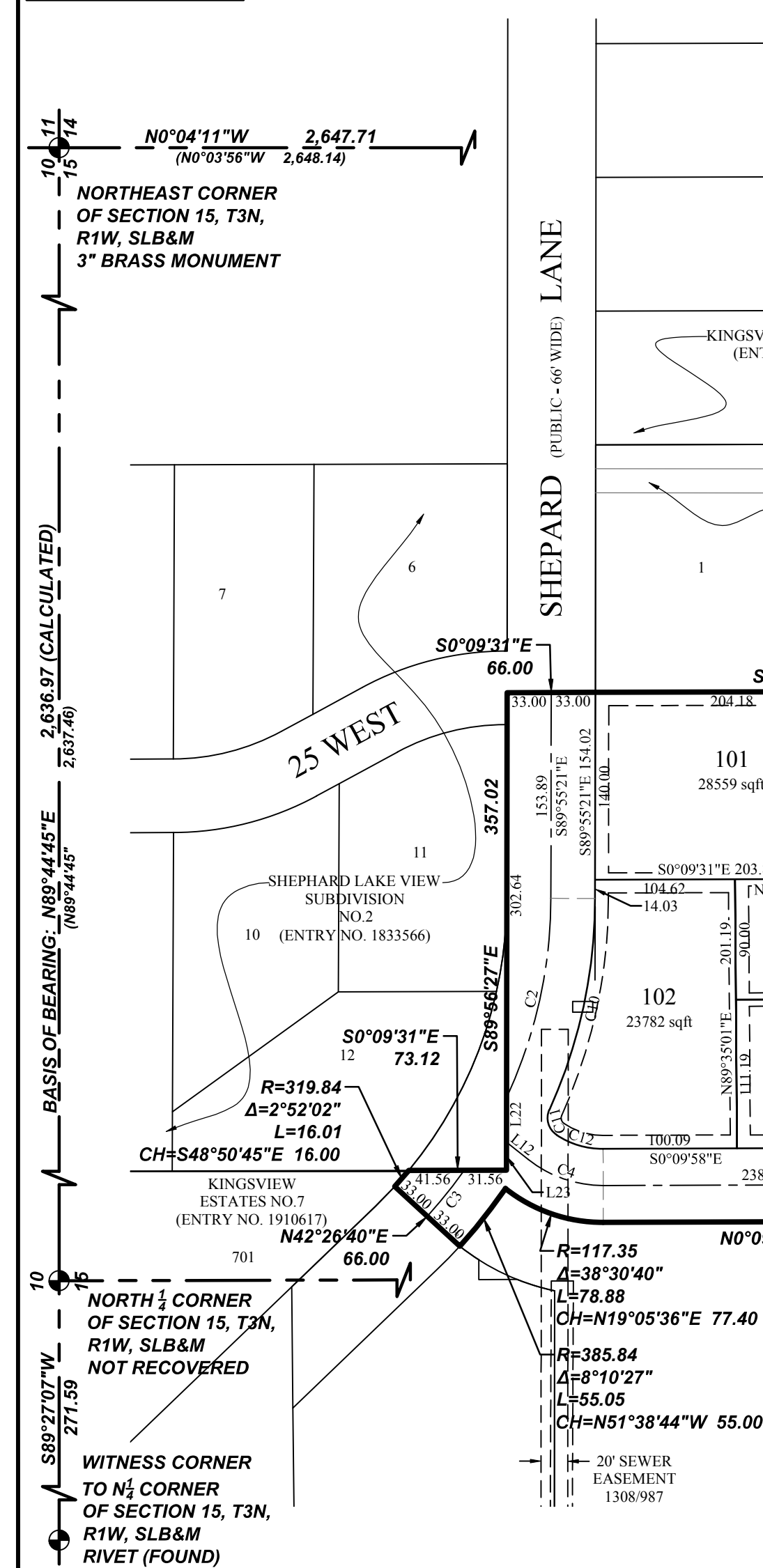
Staff recommends that the improvements be accepted with the standard ten percent bond and one year warranty period. This recommendation is subject to the inspector's anticipated acceptance of the curb repair.

Attachment 1: Location Map
Attachment 2: Subdivision Plat

Parkwood Subdivision Phase I

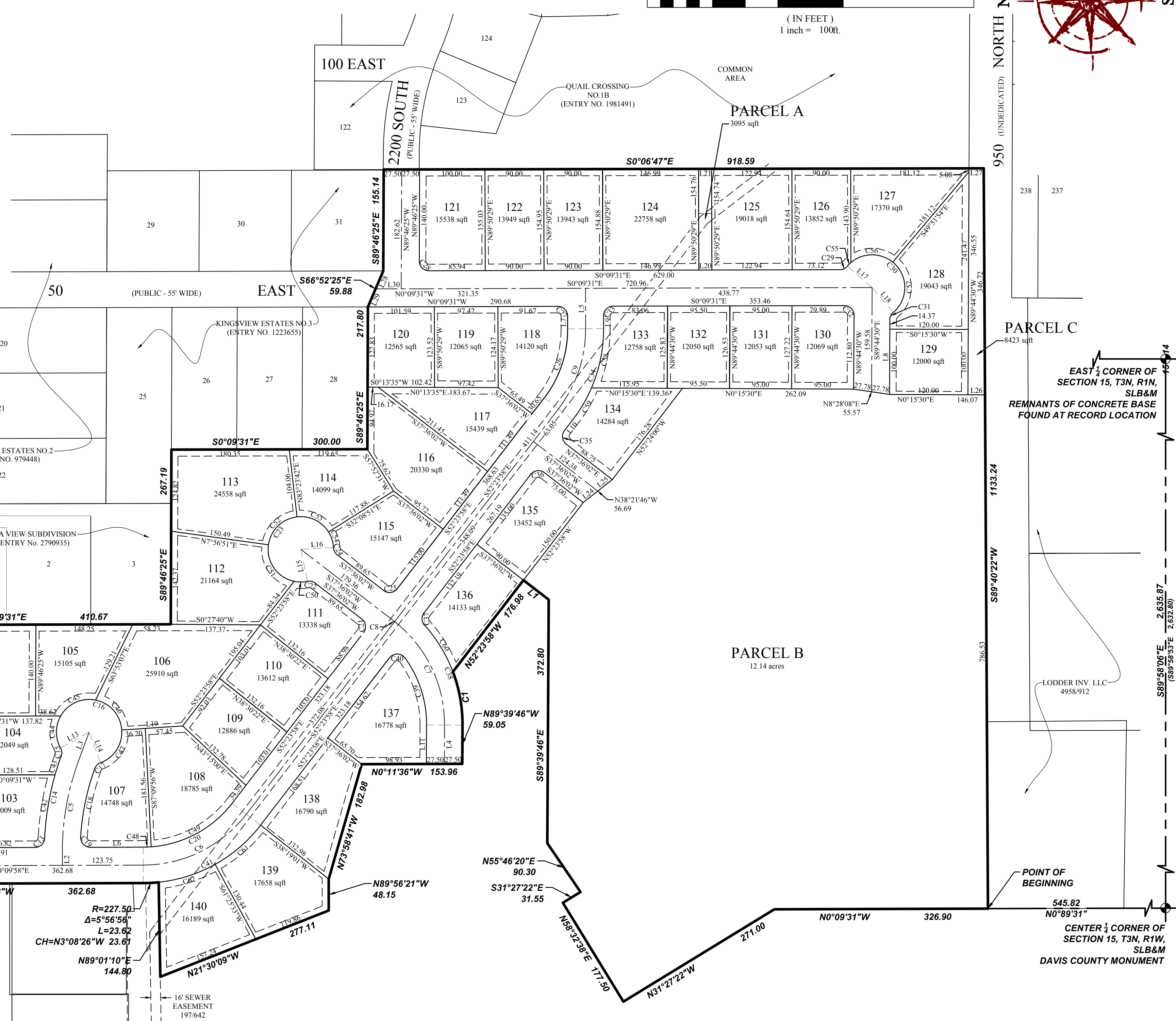


VICINITY MAP



PARKWOOD PHASE 1

A PORTION OF THE SE1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
KAYSVILLE CITY DAVIS COUNTY, UTAH



GRAPHIC SCALE

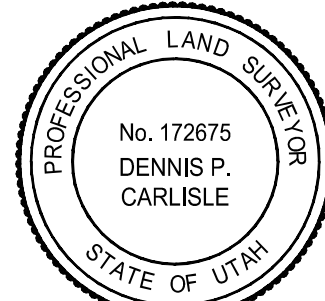


(IN FEET)
1 inch = 100ft.



SURVEYOR'S CERTIFICATE

I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.



Dennis P. Carlisle
Professional Land Surveyor
Certificate No. 172675

Date _____

BOUNDARY DESCRIPTION

A portion of the NW1/4 and NE1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the north side of a platted but unopened roadway (per N090931) along the 1/4th Section line 548.82 feet from the Center 1/4 Corner of Section 15, T3N, R1W, S1&2 R.M. (basis of Bearing: N89°44'45"E along the Section line from the North 1/4 Corner to the Northeast Corner of Section 15; thence N090931 W along the 1/4 Section line 326.90 feet, thence N31°27'22" W 271.00 feet, thence N58°32'38" E 177.50 feet, thence S31°27'22" E 31.55 feet, thence N55°40'20" E 90.30 feet, thence S89°39'42" E 372.80 feet, thence N37°36'02" E 48.91 feet, thence S27°32'38" E 176.98 feet, thence Southwesterly along the arc of a 227.50 foot radius non-tangent curve (radius bearing N89°56'21" E, right angle 127.03 feet, chord S79°48'28" E 131.55 feet, thence S89°39'42" E 59.05 feet, thence N01°13'0" E 153.96 feet, thence N37°38'54" E 182.98 feet, thence N58°56'21" E 48.15 feet, thence N21°30'09" W 277.11 feet, thence N89°01'16" E 144.80 feet, thence Northeasterly along the arc of a 227.50 foot radius non-tangent curve (radius bears: N83°53'00" E) to the right 23.62 feet through a central angle of 5°56'56" (chord: N3°08'26" W 23.61 feet, thence N0°09'58" W 362.68 feet along the extension of, and along the easterly line of KINGSVIEW ESTATES No. 6 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence along said Plat the following 2 (two) courses and distances: Northeasterly along the arc of a 117.35 foot radius curve to the right 78.88 feet through a central angle of 38°30'39" (chord: N19°03'30" E 77.40 feet) to the southwesterly right-of-way line of Shepard Lane, thence Northeasterly along the arc of a 385.84 foot radius non-tangent curve (radius bearing N89°56'21" E, right angle 127.03 feet, chord S79°48'28" E 131.55 feet, thence S89°39'42" E 59.05 feet, thence N01°13'0" E 153.96 feet, thence N37°38'54" E 182.98 feet, thence N58°56'21" E 48.15 feet, thence N21°30'09" W 277.11 feet, thence N89°01'16" E 144.80 feet, thence Northeasterly along the arc of a 227.50 foot radius non-tangent curve (radius bears: N83°53'00" E) to the right 23.62 feet through a central angle of 5°56'56" (chord: N3°08'26" W 23.61 feet, thence N0°09'58" W 362.68 feet along the extension of, and along the easterly line of KINGSVIEW ESTATES No. 4 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N42°26'04" along said Plat 66.00 feet to the northeasterly right-of-way line of Shepard Lane and the southwesterly line of KINGSVIEW ESTATES No. 7 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER(S) OF THE TRACT OF LAND DESCRIBED HEREIN, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS,

REAFTER KNOWN AS
PARKWOOD

PHASE 1

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, SHOWN ON THIS
 PLAT AS INTENDED FOR PUBLIC USE. OWNERS HEREBY AGREE TO WARRANT AND DEFEND AND SAVE
 THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET
 WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION TO THE STREET.

CARI L. PHILLIPS

ROBERT D. LAMOREAUX REVOCABLE TRUST

RREF II-JFH SHEPARD JV, LLC

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D. 2015 PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF DAVIS, IN SAID STATE OF UTAH,
_____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT
HE/SHE IS THE _____ OF _____, AND THAT HE/SHE
SIGNED THE OWNER'S DEDICATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

RESIDING IN DAVIS COUNTY

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D. 2015 PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF DAVIS, IN SAID STATE OF UTAH,
_____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT
HE/SHE IS THE _____ OF _____, AND THAT HE/SHE
SIGNED THE OWNER'S DEDICATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

RESIDING IN DAVIS COUNTY

ACKNOWLEDGMENT

ON THE _____ DAY OF _____ A.D. 2015 PERSONALLY APPEARED BEFORE ME, THE
UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF DAVIS, IN SAID STATE OF UTAH,
_____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT
HE/SHE IS THE _____ OF _____, AND THAT HE/SHE
SIGNED THE OWNER'S DEDICATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

RESIDING IN DAVIS COUNTY

SHEET 1 OF 2

RECORDED #

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE \$

COUNTY RECORDER



City Council Staff Report

Clifton Subdivision Final Plat February 2, 2017

Applicant/Owner: Paul Clifton
Location: 42 North Angel Street
Zone: R-A (Residential Agriculture) PRUD (Planned Residential Unit Development)

Description:

In October of 2016 the City Council following the recommendation of the Planning Commission approved the preliminary plat and PRUD overlay zone for the Clifton Subdivision. The final plat remains as originally proposed during the preliminary plat review with a standard lot and 2 additional flag lots.

The final plat demonstrates that each lot meets the minimum lot size requirement of the zone. Each lot also provides for the required frontage and access outlined in 17-34-9 Flag Lot Subdivision and 17-10-6 Area, Lot Width, and Yard Requirements.

Recommendation:

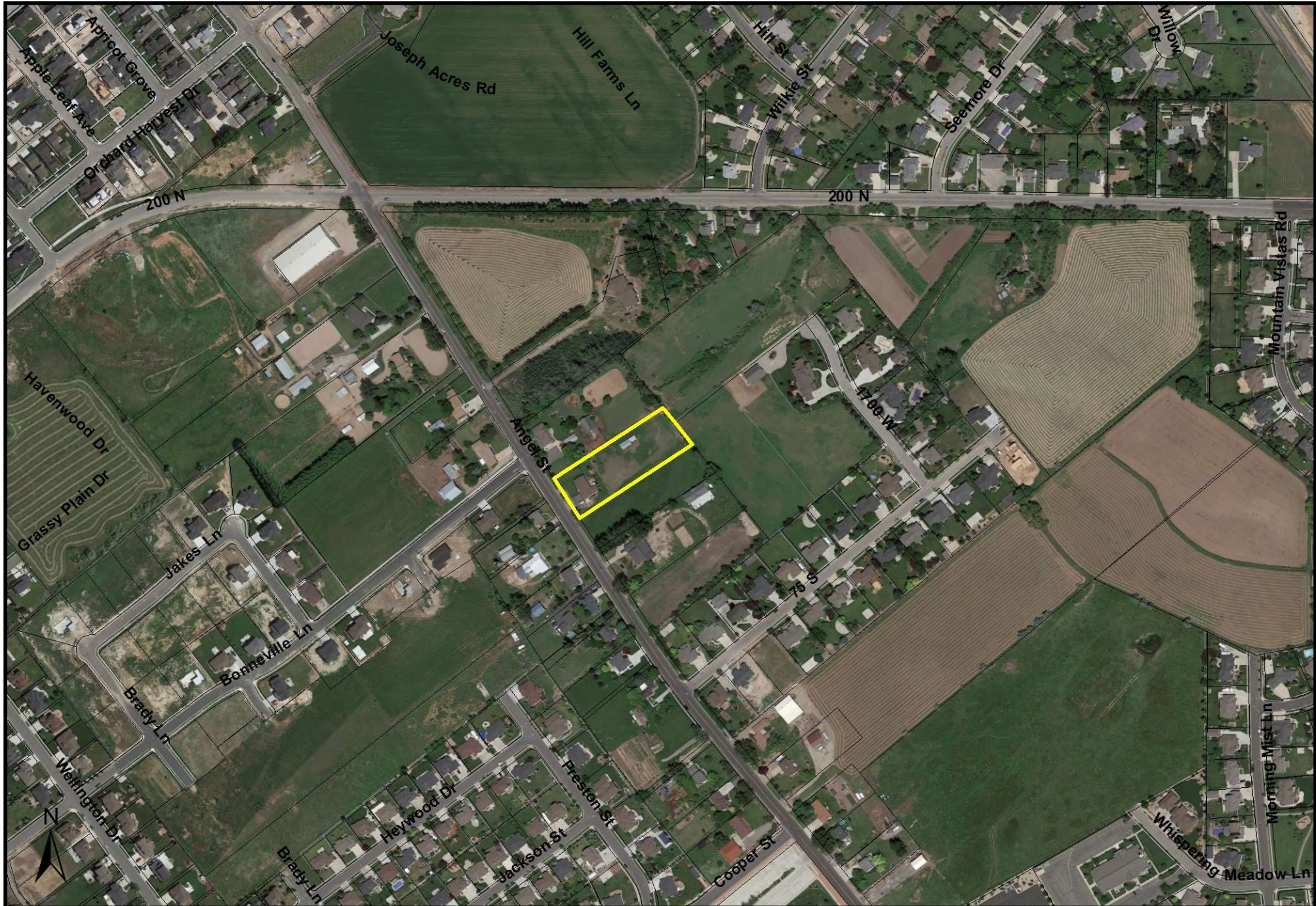
The Planning Commission voted unanimously to forward a favorable recommendation to the City Council for approval of the Clifton Subdivision final plat.

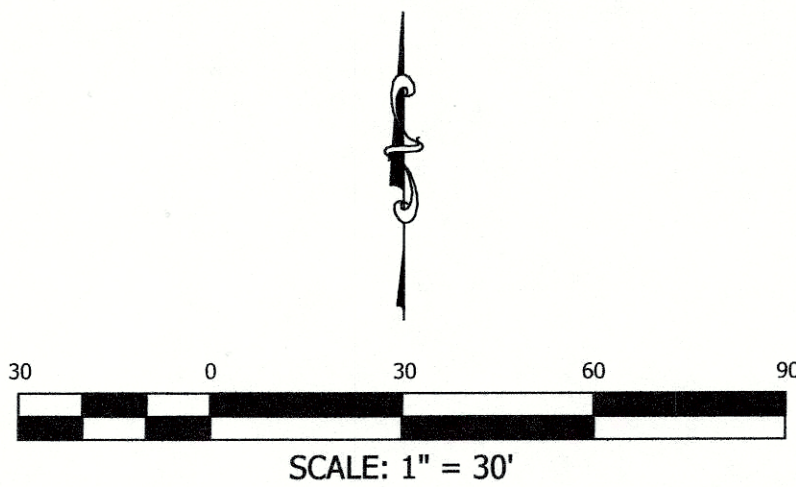
Reasoning:

The plat meets the requirements of the Kaysville City Ordinance and is consistent with what has been previously approved during the preliminary plat review.

Attachment 1: Area Map
Attachment 2: Plat

42 North Angel Street





CLIFTON SUBDIVISION
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
JANUARY 2017

NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO MARK THE PROPERTY CORNERS. THE BASIS OF BEARING WAS ESTABLISHED BETWEEN THE MONUMENTS SHOWN.

THE LOT WAS LOCATED USING DAVIS COUNTY SURVEY BEARINGS FROM THE RECORD POSITION OF THE SOUTHEAST CORNER OF THE SECTION. PROPERTY LINES WERE EXTENDED OR RETRACTED TO MEET THE EASTERLY LINE OF ANGEL STREET. THE ROAD ALIGNMENT USED TO ESTABLISH RECORD COURSES ALONG ANGEL STREET WAS TAKEN FROM THE WEST KAYSVILLE STREET SURVEY (W.K.S.S.), PREPARED BY DON. C. COTTRELL SURVEYING.

SAID LOCATION OF THE LOT MATCHES EXISTING FENCING AND OCCUPATION LINES VERY WELL. THERE IS A DITCH IN THE REAR OF THE LOT THAT GENERALLY FOLLOWS THE REAR SURVEYED LINE. WE ALSO LOCATED A REBAR AND CAP WHICH CORRESPONDS WITH A SURVEY PREPARED BY ENSIGN ENGINEERING ON THE THREE PARCELS ABUTTING ANGEL STREET IMMEDIATELY SOUTH OF THE SURVEYED PARCEL. OUR CONCLUSIONS APPEAR TO MATCH THEIRS ALSO.

GENERAL NOTES:

1. ALL EASEMENTS SHOWN ARE TYPICAL 7.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS FRONTING ROAD ARE 10' WIDE.
3. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.

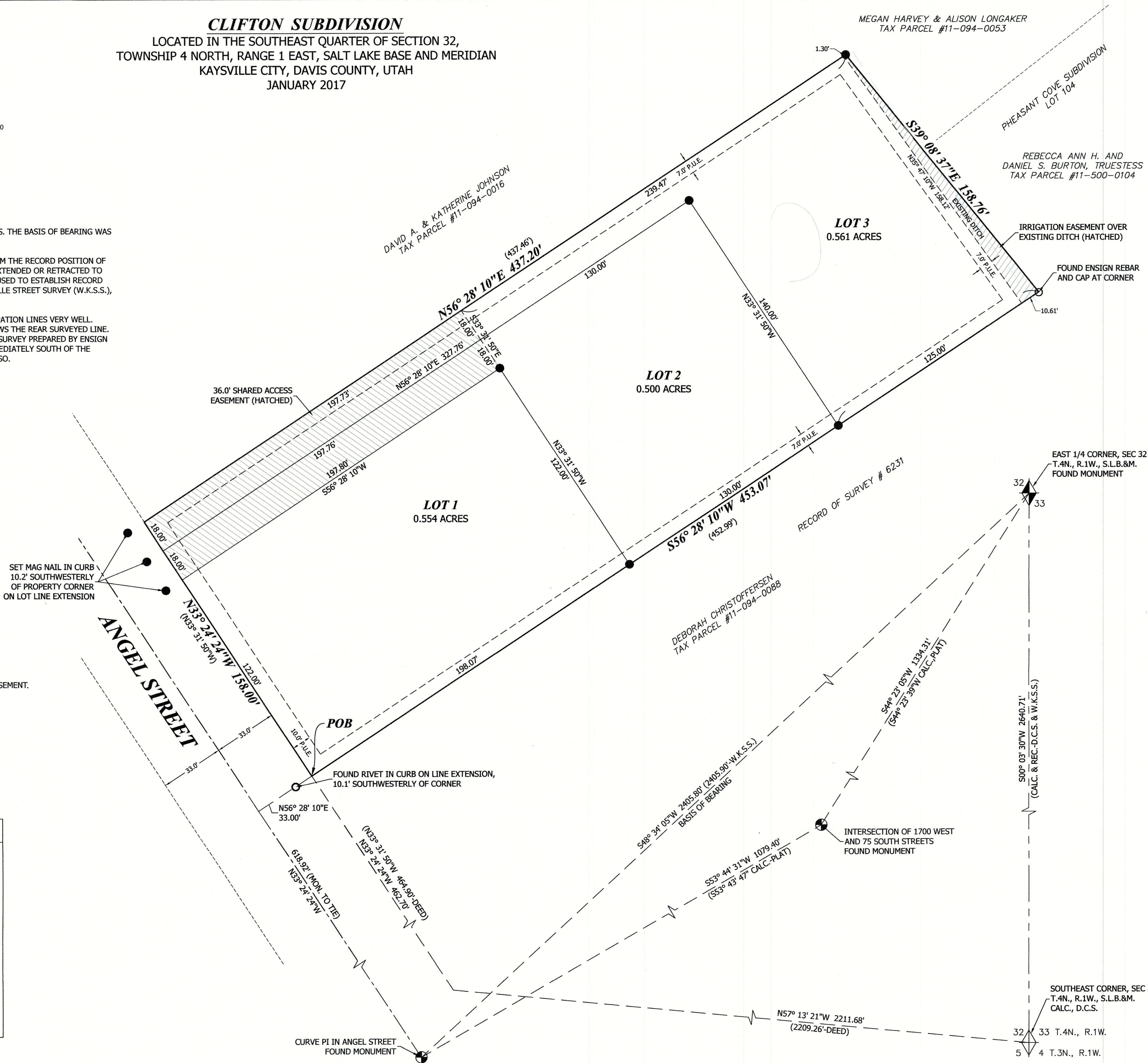
LEGEND

PROPERTY LINE _____
ADJACENT PROPERTY _____
ROAD CENTERLINE _____
SECTION LINE _____
TIE TO MONUMENT _____
EASEMENT LINE _____

RECORD CALLS ()

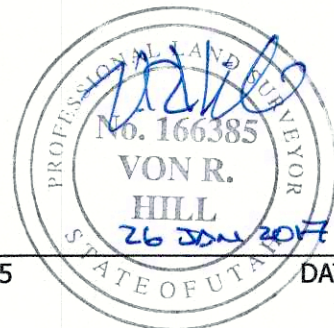
SET 5/8" REBAR WITH H&A ENTELLUS
CAP, LS #166385, AT CORNER
(UNLESS OTHERWISE NOTED)

FOUND PROPERTY MARKER
(AS NOTED)



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS CLIFTON SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.



VON R. HILL, P.L.S. UT #166385

DATE

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE OF ANGEL STREET AT A POINT THAT IS NORTH 57°13'21" WEST 2209.26 FEET AND NORTH 33°31'50" WEST 464.90 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32 AND RUNNING THENCE NORTH 33°31'50" WEST 158.00 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 56°28'10" EAST 437.46 FEET; THENCE SOUTH 39°08'37" EAST 158.76 FEET; THENCE SOUTH 56°28'10" WEST 452.99 FEET TO THE POINT OF BEGINNING,

ALSO DESCRIBED AS: BEGINNING AT A POINT THAT IS SOUTH 48°34'05" WEST 2405.80 FEET TO THE MONUMENT FOUND AT CURVE PT IN ANGEL STREET AND NORTH 33°24'24" WEST 618.92 FEET ALONG THE CENTERLINE OF ANGEL STREET AND NORTH 56°28'10" EAST 33.00 FEET TO THE NORTHEAST LINE OF ANGEL STREET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING; THENCE NORTH 33°24'24" WEST 158.00 FEET ALONG SAID NORTHEAST LINE OF ANGEL STREET; THENCE NORTH 56°28'10" EAST 437.20 FEET; THENCE SOUTH 39°08'37" EAST 158.76 FEET AND THE SOUTHWESTERLY LINE OF LOT 104, PHEASANT COVE SUBDIVISION AND SAID LINE EXTENDED; THENCE SOUTH 56°28'10" WEST 453.07 FEET ALONG A LINE ESTABLISHED BY RECORD OF SURVEY # 6231 (DCS) TO THE NORTHEAST LINE OF ANGEL STREET AND TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND NAME SAID CLIFTON SUBDIVISION AND HEREBY DEDICATE GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, AND OPERATION OF PUBLIC UTILITY SERVICE LINE AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS _____ DAY OF _____, 20____.

PAUL CLIFTON

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PAUL CLIFTON, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

KAYSVILLE CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF KAYSVILLE, UTAH, ON THIS _____ DAY OF _____, 20____, AT _____ WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: _____

MAYOR: _____

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT I HAVE CAREFULLY INVESTIGATED THE LINE OF SURVEY OF THE FOREGOING PLAT AND THE LEGAL DESCRIPTION OF THE LAND EMBRACED THEREIN AND FIND THEM TO BE CORRECT AND TO AGREE WITH THE LINE AND MONUMENTS ON RECORD IN THIS OFFICE.

SIGNED THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING COMMISSION OF KAYSVILLE CITY, _____

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20____.

KAYSVILLE CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____

AT _____ IN BOOK _____ OF _____

COUNTY RECORDER: _____

BY: _____

DEPUTY



181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Fax 801-298-5983

PROJECT #1328001

01/25/2017, JH



City Council Staff Report

Meadow Manor Subdivision Amended Final Plat February 2, 2017

Applicant/Owner: Robert Wood
Location: 1512 So. Driftwood Lane
Zone: R-1-20

Description:

The owners of two adjacent lots in the Meadow Manor Subdivision would like to adjust their common property line. The newly configured lots both still comply with the zoning and make the properties work better for the owners. To make this lot line adjustment, an amended plat of the two affected lots is required.

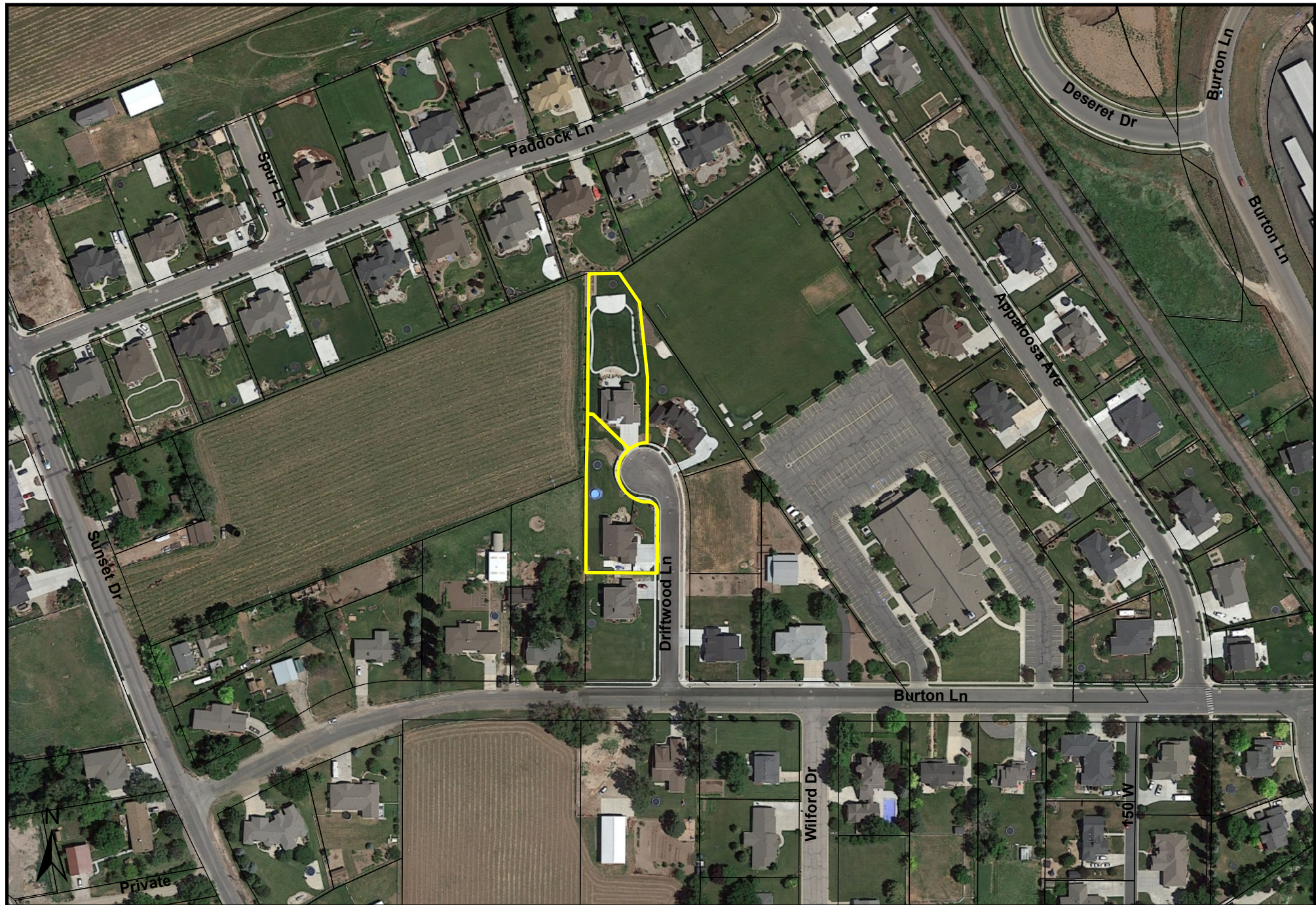
This plat was given final approval in August of 2014 but was never recorded. Per 19-4-5 Final Plat Approvals (5) the original approval has expired as it was not recorded within one year. The proposal has not changed from what was originally approved and is now ready to be recorded.

Recommendation:

The Planning Commission voted unanimously to recommend approval of the final plat as proposed to the City Council as the amended lots comply with applicable requirements of the Kaysville City Ordinance.

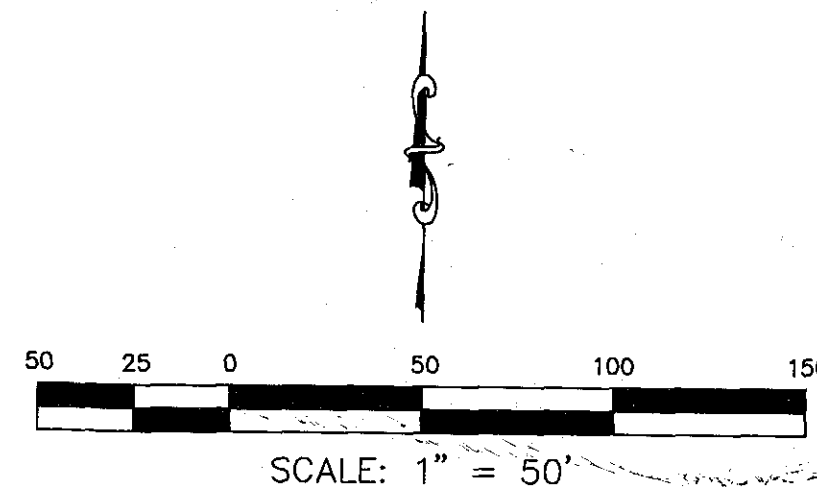
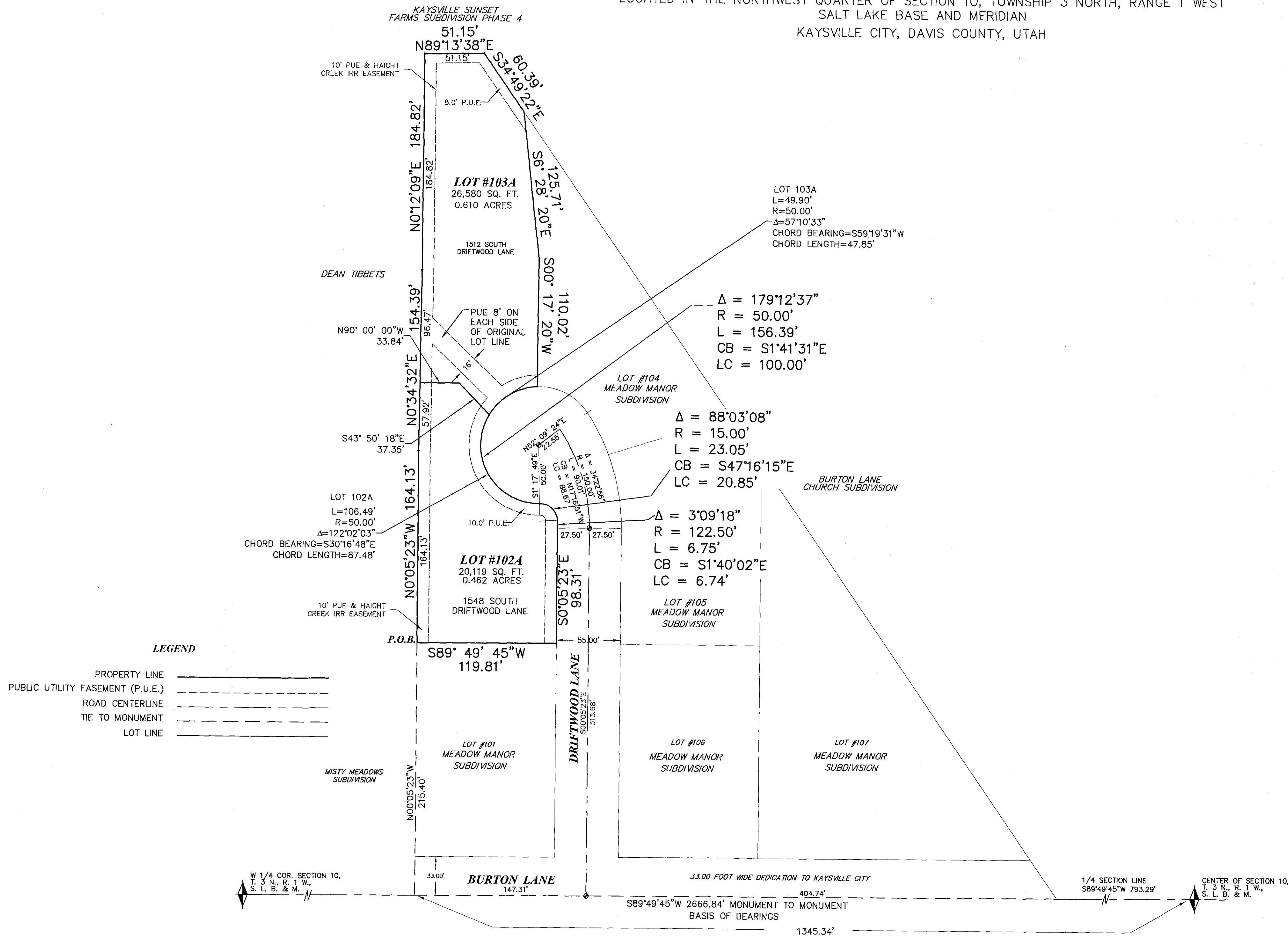
Attachment 1: Area Map
Attachment 2: Plat Map

Lots 102 and 103 of the Meadow Manor Subdivision



MEADOW MANOR SUBDIVISION AMENDED

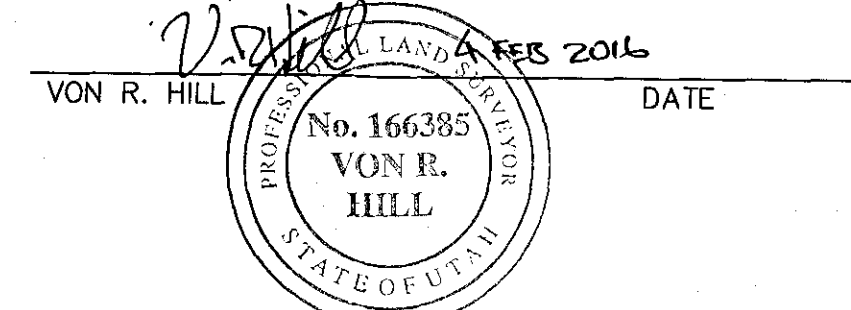
INCLUDING ALL OF LOTS 102 AND 103 MEADOW MANOR SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH



JANUARY 2016

SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREFTER TO BE KNOWN AS MEADOW MANOR SUBDIVISION AMENDED.



DESCRIPTION

BEGINNING AT A POINT SOUTH89°49'45" WEST 1345.34 FEET ALONG THE QUARTER SECTION LINE AND NORTH0°05'23" WEST 215.40 FEET FROM THE CENTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE NORTH0°05'23" WEST 164.13 FEET; THENCE NORTH0°34'32" EAST 154.39 FEET; THENCE NORTH0°12'09" EAST 184.82 FEET; THENCE NORTH89°13'38" EAST 51.15 FEET; THENCE SOUTH34°49'22" EAST 60.39 FEET; THENCE SOUTH06°28'20" EAST 125.71 FEET; THENCE SOUTH01°17'20" WEST 110.02 FEET; CURVE TO THE LEFT, RADIUS=50.00 FEET, ARC=156.39 FEET, CHORD BEARING AND DISTANCE=SOUTH01°41'31" EAST 100.00 FEET, CURVE TO THE RIGHT, RADIUS=15.00 FEET, ARC=23.05 FEET, CHORD BEARING AND DISTANCE=SOUTH47°16'15" EAST 20.85 FEET, CURVE TO THE RIGHT, RADIUS=122.50 FEET, CHORD BEARING AND DISTANCE=SOUTH01°40'02" EAST 6.74 FEET; THENCE SOUTH0°05'23" EAST 98.31 FEET; THENCE SOUTH89°49'45" WEST 119.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.072 ACRES.

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND NAME SAID MEADOW MANOR SUBDIVISION AMENDED AND HEREBY DEDICATE, GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS 2 DAY OF June, 2016

[Signatures]

ACKNOWLEDGEMENT

ON THIS 2nd DAY OF June, 2016, THERE PERSONALLY APPEARED BEFORE ME Robert Ward, Wendy Ward, SIGNERS OF THE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES MENTIONED HEREIN.

NOTARY PUBLIC: Janice Anderson
RESIDENCE: Davis County, UT
COMMISSION EXPIRES: December 20, 2018

ACKNOWLEDGEMENT

ON THIS DAY OF , 20 , THERE PERSONALLY APPEARED BEFORE ME SIGNERS OF THE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES MENTIONED HEREIN.

NOTARY PUBLIC:
RESIDENCE:
COMMISSION EXPIRES:

HILL & ARGYLE, Inc. Engineering and Surveying 181 North 200 West, Suite #4, Bountiful, Utah 84010 (801) 298-2236 Phone, (801) 298-5983 Fax 13-136	KAYSVILLE CITY COUNCIL PRESENTED TO THE CITY COUNCIL OF KAYSVILLE, UTAH THIS DAY OF , 20 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. CITY RECORDER ATTEST: MAYOR:	PLANNING COMMISSION APPROVAL APPROVED THIS DAY OF , 20 BY THE PLANNING COMMISSION OF KAYSVILLE CITY.	CITY ATTORNEY'S APPROVAL APPROVED THIS DAY OF , 20 KAYSVILLE CITY ATTORNEY	CITY ENGINEER'S APPROVAL I HEREBY CERTIFY THAT I HAVE CAREFULLY INVESTIGATED THE LINE OF SURVEY OF THE FOREGOING PLAT AND THE LEGAL DESCRIPTION OF THE LAND EMBRACED THEREIN AND FIND THEM TO BE CORRECT AND TO AGREE WITH THE LINES AND MONUMENTS ON RECORD IN THIS OFFICE. SIGNED THIS DAY OF , 20 KAYSVILLE CITY ENGINEER	DAVIS COUNTY RECORDER ENTRY FEE \$____ FEE PAID \$____ FILED FOR RECORD AND RECORDED THIS DAY OF , 20 AT IN BOOK ENTRY NO. PAGE COUNTY RECORDER BY DEPUTY
--	---	--	--	--	--



City Council Staff Report

Lot 9, Kingsview Estates Amended Final Plat February 2, 2017

Applicant/Owner: Wendell Peery
Location: 278 East Shepard
Zoning: R-A

Description:

Mr. Peery owns about 1.2 acres of property on Shepard Lane and he would like to subdivide the property into two lots including a flag lot. Both lots conform to the existing R-A zoning and PRUD overlay previously approved.

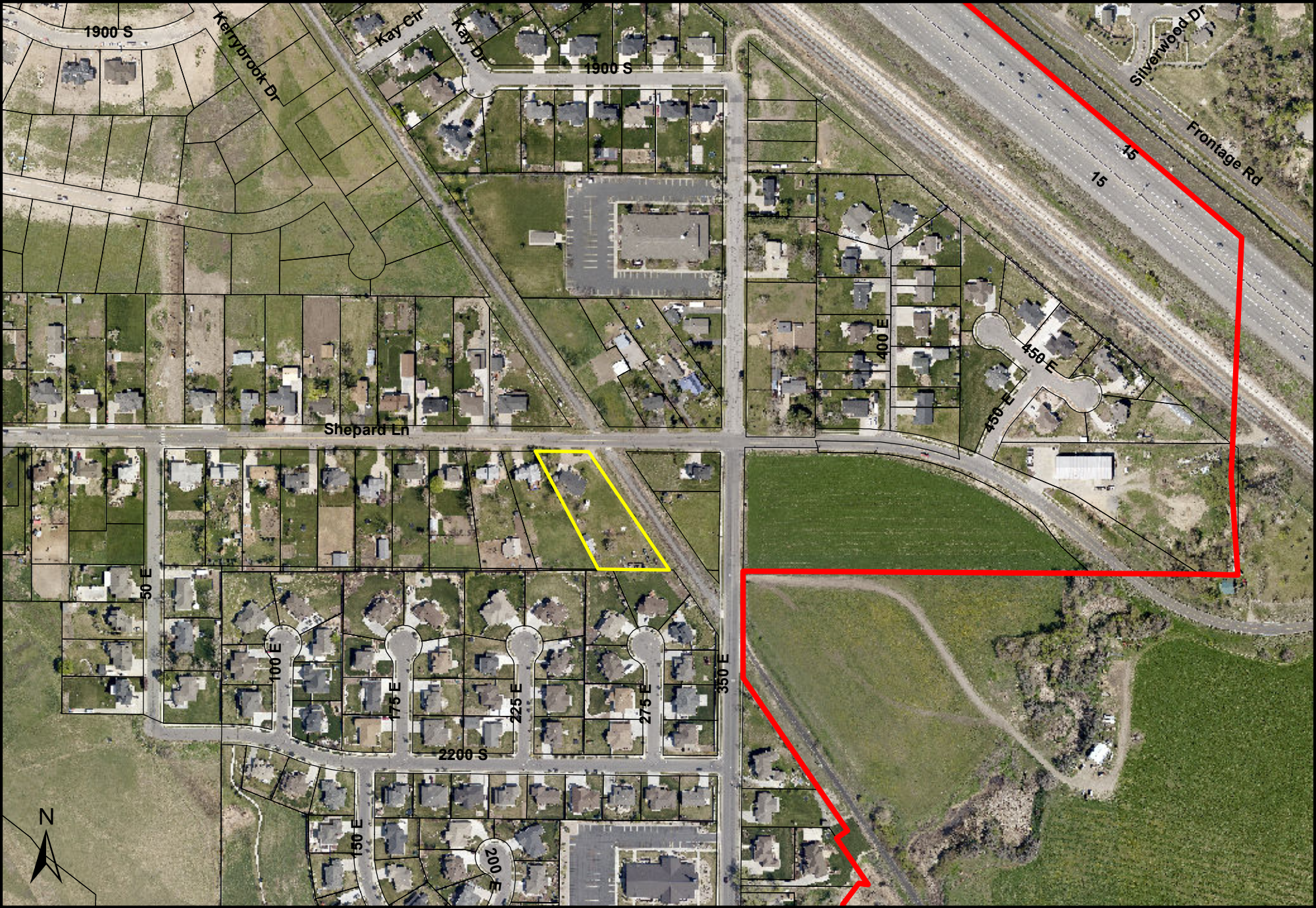
This subdivision was given final plat approval in July of 2015 but has not yet been recorded. Per 19-4-5 Final Plat Approval (5) the approval of the final plat is good for one year. As this time frame has lapsed the plat is again before the planning commission for a recommendation to the City Council. No changes have been made to the plat since the original approval, it is now ready to be recorded.

Recommendation:

The Planning Commission voted unanimously to recommend approval of the final plat as proposed to the City Council as it is consistent with the preliminary plat.

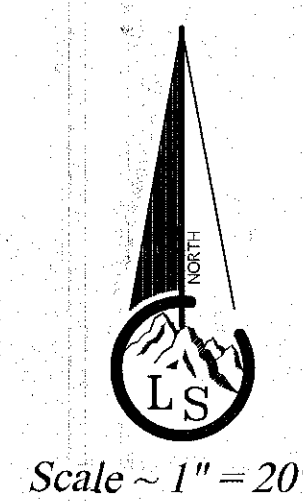
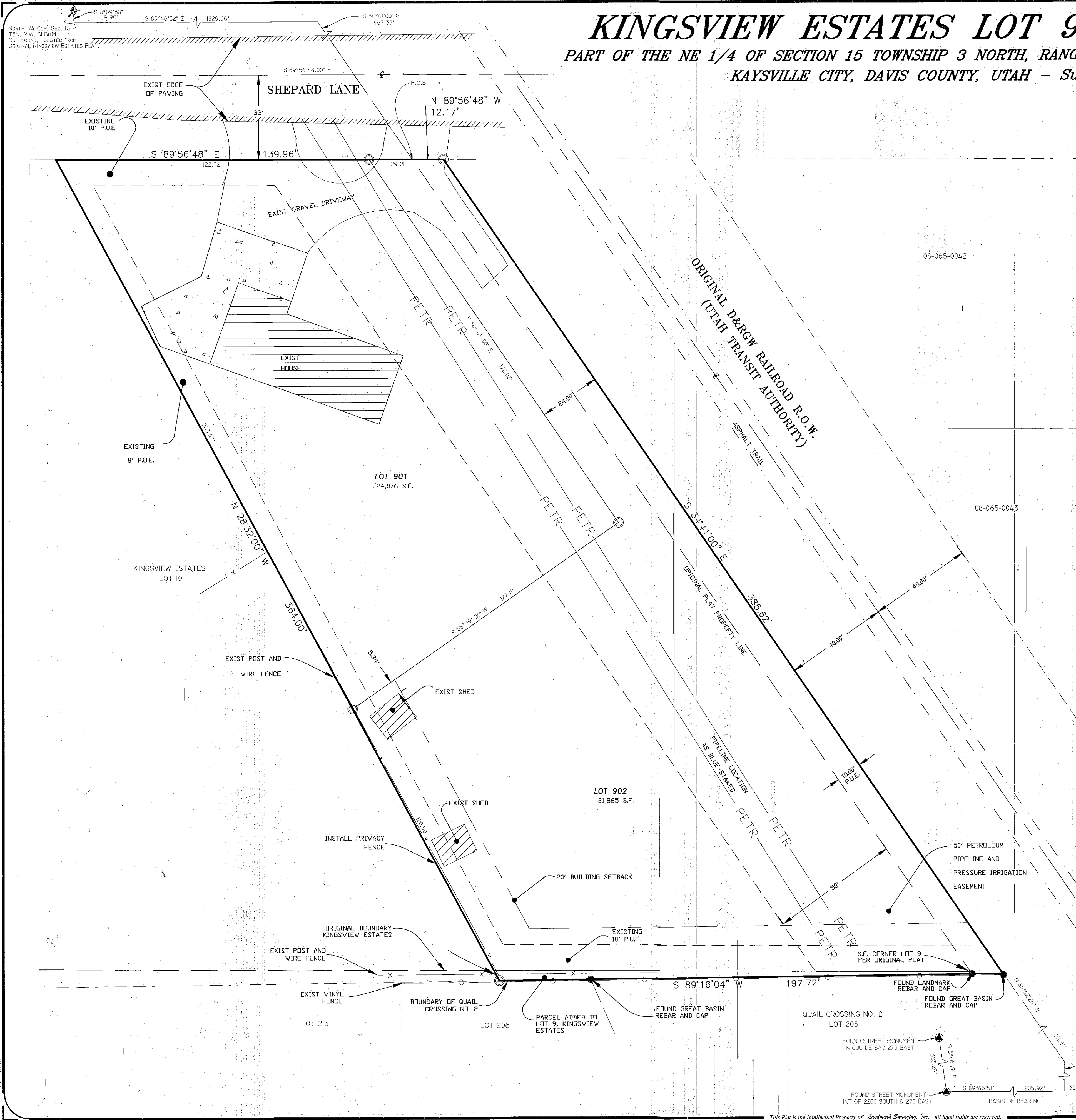
Attachment 1: Location Map
Attachment 2: Plat

Lot 9, Kingsview Estates Amended



KINGSVIEW ESTATES LOT 9 1ST AMENDMENT

PART OF THE NE 1/4 OF SECTION 15 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH - Survey Date: MARCH 2016



- Legend**
- EXISTING FENCE
 - EASEMENTS
 - STREET CENTERLINE
 - FND SECTION CORNER
 - FND STREET MONUMENT
 - FND CURB NAIL
 - FND REBAR AND CAP
 - SET #5x24\"/>

NARRATIVE

The purpose of this survey is to amend Lot 9 of Kingsview Estates as shown and divide Lot 9 of Kingsview Estates into two parcels.

Documents used to aid in this survey:

- Kingsview Estates Subdivision and Quail Crossing No. 2 Subdivision, as found in the Davis County Records Office.
- Filed surveys No: 1882, 3632, as found in the Davis County Surveyors office.
- Exhibit "A" Segment 3.2a Sheet 3 of 7, a drawing by Union Pacific Railroad Co. to Accompany Agreement with Utah Transit Authority.

In researching the boundary for this survey it was discovered the original plat of Kingsview Estates had erroneously plotted the East line of the subdivision on the South side of Shepard Lane. In the overall description of said plot the East line is to follow the West right of way line of the Denver and Rio Grande Western Railroad. According to the Union Pacific Railroad Co. plat, the right of way for the railroad North of Shepard Lane is 100' (50' Half Width) while the right of way South of Shepard Lane is 80' (40' Half Width). This survey reflects the additional ground being added to Lot 9.

The basis of bearing is a line bearing S 89°46'51\"/>

OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots as shown hereon and name said tract **KINGSVIEW ESTATES 1ST AMENDMENT**

We hereby grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility, storm water detention point(s), drainage easement(s), and canal maintenance easement(s), the same to be used for the installation, maintenance and operation of public utility service line(s), storm drainage facilities, irrigation canal(s) or for the perpetual preservation of water channels in their natural state whichever is applicable and as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

We hereby grant and dedicate unto all owners of lots upon which private land drains are constructed or which are otherwise dependent upon such land drains, a perpetual easement over such land drains for the purpose of maintenance and operation.

Individual Acknowledgement

IN WITNESS WHEREOF, the hand of said Grantor(s), this ____ day of _____, 20____.

WATER DISTRICT APPROVAL

APPROVED BY THE BENCH LAND WATER DISTRICT
ON THIS ____ DAY OF _____ 20____.

KAYSVILLE CITY ENGINEER

APPROVED BY THE KAYSVILLE CITY ENGINEER
ON THIS ____ DAY OF _____ 20____.

KAYSVILLE CITY ATTORNEY

APPROVED BY THE KAYSVILLE CITY ATTORNEY
ON THIS ____ DAY OF _____ 20____.

KAYSVILLE CITY PLANNING COMMISSION

APPROVED BY THE KAYSVILLE CITY PLANNING COMMISSION
ON THIS ____ DAY OF _____ 20____.

KAYSVILLE CITY COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF KAYSVILLE CITY, DAVIS COUNTY, UTAH.

THIS ____ DAY OF _____ 20____.

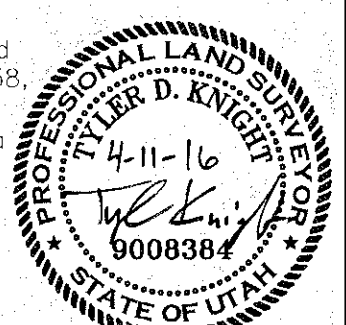
BY MAYOR
ATTEST: KAYSVILLE CITY RECORDER

BOUNDARY DESCRIPTION

A part of the Northeast quarter of Section 15, T3N, R1W, SLB&M, U.S. Survey: Beginning at a point on the South line of Shepard Lane, said point being South 0°09'58\"/>

SURVEYOR'S CERTIFICATE

I, Tyler D. Knight, do hereby certify that I am a professional land surveyor in the State of Utah and hold certificate no. 9008384-2201 in accordance with Title 58, Chapter 22 known as the Professional Engineers and Professional Land Surveyor's Licensing Act, have made a survey of the property(s) shown hereon in accordance with UCA 17-23-17, verifying measurements, and placing monuments as represented. That this plat was prepared from the field notes of this survey and from documents and records as noted hereon.



Landmark Surveying, Inc. A Complete Land Surveying Service www.LandmarkSurveyUtah.com 4646 South 3500 West - #A-3 West Haven, UT 84401 801-731-4075	Davis County Recorder Entry no. _____ Fee paid _____ Filed for record and recorded _____ day of _____ 2015. at _____ in book _____ of official records, on page _____ County Recorder: Richard T. Maughan By Deputy: _____
DEVELOPER: Wendell Peery Address: 178 E. Shepard Lane Kaysville, UT 84037	
NE 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian.	
Revisions _____	DRAWN BY: TDK CHECKED BY: EDR DATE: 11-18-2015 FILE: 3547



City Council Staff Report

Parking Proposal February 2, 2017

Description:

Parking has been a much discussed topic in Kaysville the last few years – specifically the parking in and around Davis high School. Since discussing parking issues on September 1 at the regular city council meeting, various groups have met and discussed the aspects surrounding this issue. The DHS community council has met with city staff and council members, there have been other meetings with city leadership and school staff, and city staff have met internally various times in an effort to make the presentation to city council on January 5 where staff was instructed to get together and come up with a proposal to administer parking fairly while not adversely impacting residents that live in this area. Both sides of the issue have claimed safety as a priority but in different ways and for different groups. Staff presented a proposal January 19 at the regular council meeting that disallowed all parking from a set time each day during school hours.

Staff was able to sit down with both residents in the area that are affected by this parking as well as school district administrators. The recommended option at that time was presented to both groups. Feedback from area residents asked that the parking be restricted all day during school hours with a permit to park made available to residents only. Staff believes this could be accommodated as a quasi-Option 3/Option 4 solution. Many residents would not choose to get a permit and permits would not be available for students so this would not cause an undue burden on city staff, require additional manpower and other resources, etc.

Feedback from the school administrators was less encouraging. Feelings from the school are that this is in no way a compromise and that the school is not receiving anything from this proposal.

Council direction at the January 19 meeting was for staff to meet and come up with a permit proposal that would allow for parking by both residents of the area as well as students attending Davis High School.

Recommendation:

It is the staff recommendation to implement the following actions to allow for parking by both area residents as well as DHS students:

- Break up the area into zones to reduce “clumping”.
- Develop a physical permit available to both students and residents.
- Develop a cost for said permits that would cover all costs of the permit administration.
- Break down each zone into parking stalls and issue no more permits than spots available
- Decide if less permits should be issued than spots available
- Install new “No Parking without proper permit” signs.
- Enforce the No Parking at least once each school day with Kaysville Police Officer staff (keeping in mind that this no parking extends to any and all cars during posted hours)
- Install additional signs in additional areas around DHS as needed including west of Main Street.
- Encourage DHS staff and administrators to perform the tasks they have committed to performing and continue to address the parking problem at Davis High School.

Reasoning:

Currently the signs that are up are confusing and unenforceable. While many residents that live near DHS would be unhappy with the removal of the No Parking signs, keeping signs in any fashion will also disappoint school staff and some parents. Staff also believes that, although a more complicated system (including permitting) may provide more flexibility, it is much more difficult to administer and has potential to lose effectiveness over time as permits are lost, etc. The established permit process seems manageable to staff.

Using the proposed system of enforcement will also have the following positive and potentially negative consequences:

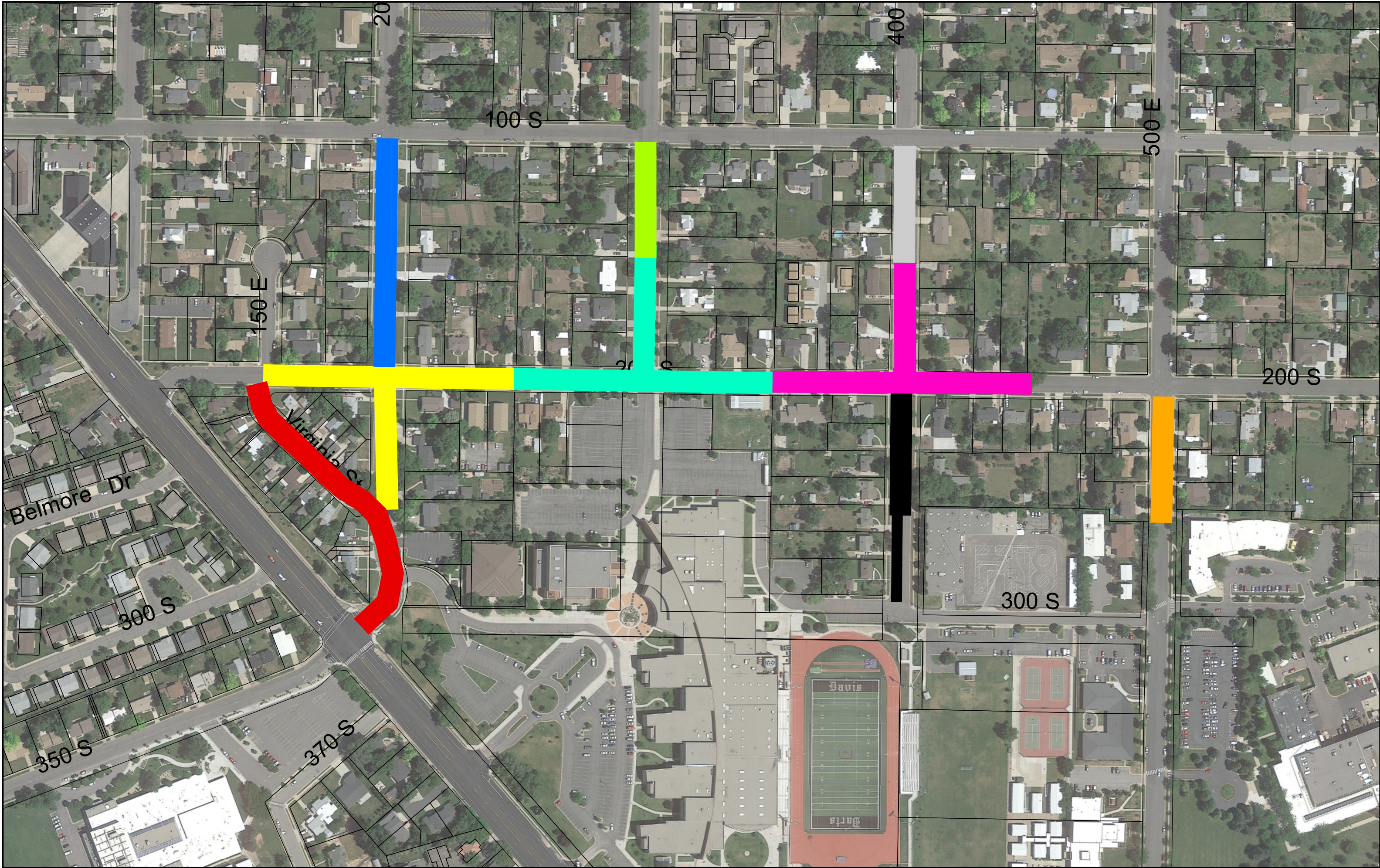
- allow the police department to treat everyone fairly
- uniform signs will be clear, uniform, and enforceable
- will discourage parking by students unless they have a purchased permit
- will require additional city resources and will add additional responsibilities to other city staff.
- a permitting process can be costly, time consuming, and require additional enforcement and staff resources
- will allow the city to treat other residents in a similar fashion by easily installing more signs in other affected areas around DHS.
- minimize the impact on the homeowner
- provide a parking alternative for DHS students

Davis High School Parking

	Qty	Unit	Unit Cost	Total Cost
Signs	50	each	\$200.00	\$10,000
Paint	0	ln.ft.	\$0.30	\$0
Permits	150	each	\$3.00	\$450
Permit Admin.	20	hrs	\$80.00	\$1,600
Enforcement (1)	180	hrs	\$100.00	\$18,000
		TOTAL		\$30,050

Notes

(1) Assume one hour per day for 180 school days



Belmore Dr

350 S

300 S

370 S

Virginia St

20

100 S

400

500 E

200 S

300 S

DATA

	<u>Zone</u>	<u>color</u>	<u>spaces</u>	<u>factor</u>	<u>permits</u>	<u>residents</u>	<u>signs</u>
A	Black		19	0.67	13	8	5
B	Aqua		24	0.67	16	13	9
C	Pink		25	0.8	20	14	9
D	Yellow		40	0.8	32	9	11
E	Blue		22	0.9	20	13	6
F	Green		14	0.9	13	7	3
G	Grey		16	0.9	14	5	3
H	Orange		11	0.9	10	6	4
	TOTAL		171		138	75	50

Davis High Parking

- Divide the area of concern into zones
- Restrict parking from 9:00 AM to 2:00 PM school days only in the zones
- Issue a limited number of permits in each zone
 1. Number of permits issued in each zone calculated based on the amount of parking available multiplied by a reduction factor
 - a. Parking spaces available is calculated based on the area remaining after removing 10 feet on each side of each driveway and 20 feet at each corner. An available parking space requires 20 feet.
 - b. The reduction factor was based on the convenience of the zone.

Zone A, B	.67
Zone C,D	.80
Zone E,F,G,H	.90
 2. Permits sold on an annual basis, first come first serve, until the zone is sold out
 3. Suggested price of permit \$20
- Install signs indicating the restrictions and the zone designation
- Expand or adjust the areas based on future need
- Kaysville PD patrol and enforce as needed, all violators to be ticketed
- Second violation of normal parking rules, permit voided
- Creates 138 parking spaces in the currently restricted area. There are 75 homes





Election Agreement with Davis County

The Davis County Clerk/Auditor's Office is willing to provide administrative, technical and professional elections services for the 2017 Municipal Elections.

The County will administer the election providing a "by-mail ballot" to all active registered voters and one polling location in the City.

The estimated cost is \$24,925 per election - primary and final.

Staff recommends adoption of the Agreement.

2017 Municipal Elections

Proposal

Kaysville City



Table of Contents

Introduction

Administration options

Important dates

- Deadlines for providing information to the County
- Dates of supply delivery and pickup

By mail system

- Included services
- City responsibilities

Election plan

- Equipment, Officials and Recourses (EOR) worksheet
- Standard election expenses estimate

Introduction

The Davis County Clerk/Auditor's Office can provide administrative, technical and professional election services for the 2017 Municipal Elections. The scope of these services depends upon the administration option chosen by each city. Below you will find a brief explanation of each option.

Although this book focuses mainly on explaining costs and services for those cities that choose the By Mail System, it also contains important dates, costs, and other general information.

Administration Options

City Administered: With this option the city chooses to run their election using paper ballots (neither provided nor tabulated by the county). The County would provide printed official registers as required by state statute.

By-Mail system: With this option the city chooses to contract with the county to administer their election, providing a by mail ballot to all active registered voters (this is an optical scan ballot that is tabulated by the county). One polling location per city will be used with this option.

Important Dates

Below are important dates that affect each city regardless of which administration option they choose.

February 13, 2017

- Notify County which administration option is chosen.
 - Complete paper voting system
 - By-Mail

May 1, 2017

- Provide polling location(s) and assigned precincts – if using City Administered option
- Provide a list of races and any ballot issues

May 15, 2017

- Complete paper voting system
 - Provide # of check-ins (Official Registers)
- Complete electronic systems
 - Approve election plan (planned turnout, amount of equipment, number of poll workers)

June 8, 2017

- Notify county if a primary election will or will not be needed
- Provide a copy of each declaration of candidacy

Information provided will be displayed on the State and County websites.

Important Dates - Supplies

City Administered – City Recorder will pick up Official Registers. Registers will be available on or about the following dates.

Primary Election – July 28, 2017

General Election – Oct 20, 2017

Addendums will be printed as needed

By Mail – Election Day voting machines and basic poll supplies will be delivered to the polls on Wednesday, Thursday, or Friday before the election.

Poll workers will pick up remaining poll supplies from the County on Friday or Monday before the election.

Primary Election – Friday, Aug. 11th, 2:00pm to 5:00pm or

Monday, Aug. 14th, 8:00am to 12:00pm

General Election – Friday, Nov. 3rd, 2:00pm to 5:00pm or

Monday, Nov. 6th, 8:00am to 12:00pm

By Mail System – Included Services

Davis County will provide the following services to the cities/districts choosing to use a By Mail System.

- Voting equipment – machines and laptops
- Poll supplies
- Polling location management – contact, arrangements, etc.
- Poll workers:
 - Recruitment
 - Training
 - Reimbursement
- Election Day Support
- Complete By Mail ballot processing
 - Ballot and envelope setup
 - Mailing services, both outbound and inbound
 - Signature Verification
- Tabulation of election results – Includes sending electronic file to Lt. Governor's office
- Provisional ballot verification
- Canvass reports
- Election Returns Retention for 22 Months
- Publication in Newspaper of Notice of Election (just prior to Election) with Sample Ballots
- Publication in Newspaper of Election Results

By Mail System – City Responsibilities

Each city choosing to use a By Mail system will be responsible for the following items:

- Candidate filing
- Providing to the County:
 - Offices up for election
 - Candidate names & any ballot issues
 - Poll worker approval
- Ballot proof – review and certify the accuracy of the ballot and audio recording
- Notices – as required by law and for informational purposes for Candidate Filing and any other notices not listed in “Included Services”
 - Newspapers
 - Websites
 - Voters
- Canvass – Includes sending certification to Lt. Governor’s Office
- Candidate certificates

Election Name: Municipal General Election
 Election Date: November 2017

Voters per Machine
 150

Expected to Vote Provisional
 6%

01/26/17

Kaysville City		Planned Turnout	
Polling Locations	1	Election Day Turnout	45 %
Precincts	20	By Mail Turnout	85%
Kaysville City Hall - Council Room		15%	
Assigned Precincts		Active Voters	
KA01-20		17008	

Planned Turnout			Poll Workers					Laptops		Machines	Carts
Total	By Mail	Election Day	PM	TST	RC	ProvPBC	Hosts	Total	Check-in		
7654	6506	1148	1	2	3	3		9	3	8	2

2017 General
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES
Estimate

Kaysville City

Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.

	QTY	COST	TOTAL	
Poll Manager (PM)	1	\$160.00	\$160.00	
Training Course(s)	1	\$50.00	\$50.00	
Review Training	0	\$10.00		
Touch Screen Technician (TST)	2	\$160.00	\$320.00	
Training Course(s)	2	\$35.00	\$70.00	
Review Training	0	\$10.00		
Receiving/Poll Book Clerk	3	\$135.00	\$405.00	
Training Course(s)	3	\$35.00	\$105.00	
Review Training	0	\$10.00		
Provisional/Poll Book Clerk	3	\$135.00	\$405.00	
Training Course(s)	3	\$35.00	\$105.00	
Review Training	0	\$10.00	\$0.00	
Host	0	\$125.00	\$0.00	
Training Course(s)	0	\$25.00	\$0.00	
Mileage	40	\$0.25	\$10.00	
Alternate Poll Workers	1	\$232.50	\$15.50	Shared with 15 cities
		Sub Total	\$1,645.50	

Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration	9	\$8.00	\$72.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	9	\$1.00	\$9.00	
Poll Worker Training (per person)	9	\$20.00	\$180.00	
Review Training (per person)	0	\$10.00		
		Sub Total	\$294.33	

Equipment

Touch Screen (TSX) Includes:	8	\$75.00	\$600.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS--Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WIFI Connection	2	\$40.00	\$80.00	
Laptop Computers, Programming, Pre/Post Test (includes Poll Books)	6	\$75.00	\$450.00	(If using electronic voter check in, 1 laptop per 500 voters)
		Sub Total	\$1,135.00	

Consumable Supplies

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		Sub Total	\$35.00	

Ballot Layout and Programming

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	20	\$800.00	\$80.40	Shared with 199 precincts
City/District set-up (cities/districts with new recorders/clerks)	1	\$75.00	\$75.00	Set up for Mutton Hollow
Memory Card Programming (per card)	8	\$15.00	\$120.00	
Audio Programming	1	\$50.00	\$50.00	
		Sub Total	\$325.40	

Election Services

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Election Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$26.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		Sub Total	\$389.24	

Delivery and Pickup (machines & supplies at polls)

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		Sub Total	\$69.00	

Election Night Counting - IT Services

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		Sub Total	\$50.00	

By-Mail and Paper Ballots**Materials**

By-Mail Outer Envelopes	17008	\$0.10	\$1,615.76	
By-Mail Inner Return Envelopes	17008	\$0.09	\$1,530.72	
By-Mail Ballots	17008	\$0.28	\$4,762.24	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	0	\$0.28	\$0.00	
Test Deck Paper Ballots	1	\$175.00	\$11.67	Shared with 15 cities
Printed Inserts for ID Requirements	1	\$80.00	\$5.33	Shared with 15 cities

Administration

Ballot set-up (per style)	1	\$1.00	\$1.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared with 15 cities
Database Setup for Integravote (ballot insertion) By (IVS)	1	\$500.00	\$33.33	Shared with 15 cities
Ballot Preparation Assembly into Envelopes (each sent out)	17008	\$0.29	\$4,932.32	
Signature Verification and Tabulation Prep. (each returned)	6506	\$0.16	\$1,040.96	
Tabulation (each returned)	6506	\$0.15	\$975.90	

Postage

Freight to Salt Lake City for Non-Profit Rate Out-Bound	17008	\$0.03	\$437.89	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	17008	\$0.11	\$1,870.88	Actual Postage
Postage In-Bound	6506	\$0.46	\$2,992.76	Actual Postage
		Sub Total	\$20,244.10	

Post Election

Provisional Verification (per hour)	3.33	\$25.00	\$83.25	
		Sub Total	\$83.25	

General Administration

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		Sub Total	\$45.00	

Additional Special Services

Election Notice in papers	1	\$5,123.00	\$341.53	Shared with 15 cities
Election Results in papers	1	\$4,011.52	\$267.43	Shared with 15 cities

Total Election Expense **\$24,924.79**
District/County Portion
Amount Due From City **\$24,924.79**

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2017 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “County,” and _____ CITY, a municipal corporation of the State of Utah, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2017 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City if needed for the primary election in August 2017, and if needed for the general election in November 2017 the following:
 - a. Test, program, assemble and make available to City voting machines and poll supplies.
 - b. Provide for delivery and retrieval of voting equipment.

- c. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information.
- d. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation.
- e. Provide electronic ballot files for Optical Scan Ballots printing.
- f. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.
- g. Canvass reports.
- h. Electronic tabulation results transmitted to the Office of the Lieutenant Governor.
- i. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.
- j. Recruit poll workers; provide training, scheduling, supplies and compensation.
- k. Publish legal notices which include, polling locations, sample ballots public demonstration and election results.
- l. Provide preparation and personnel for the public demonstration of the tabulation equipment.
- m. If required, in cooperation with the City, conduct an election audit.
- n. Store all election returns for the required twenty-two (22) months.

2. _____ City agrees to do the following:

- a. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law.

- b. Enter into a polling location Hold Harmless Agreement, if needed.
- c. Declaration of Candidacy filing.
- d. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- e. Approve the election plan, which includes, but is not necessarily limited to accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments.
- f. City's legislative body poll worker approval.
- g. Proof and approve the accuracy of the printed and audio of ballot formats.
- h. Arrange and conduct election canvass.
- i. Prepare candidate certificates.
- j. Perform all other election related duties and responsibilities not outlined in this agreement but required by law.
- k. City agrees to pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations beyond the normal wear and tear.

3. Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until 30 days after the election or upon invoicing, whichever occurs later.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

8. This Agreement is conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with Utah Code Ann. §11-13-202.5.

9. This Agreement is conditioned upon written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. §11-13-202.5.

10. This Agreement is conditioned upon the Agreement being filed with the keeper of records for both the City and the County in accordance with Utah Code Ann. §11-13-202.5.

11. No separate legal entity is created by this Agreement.

12. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

13. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make

any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

14. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

15. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

16. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals.

The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

17. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

18. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

19. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

DAVIS COUNTY

By _____
Jim Smith, Chair
Davis County Commission

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Attorney Approval:

The undersigned, the authorized attorney of Davis County, approves the foregoing Agreement as to form and compatibility with State law:

Neal Geddes
Chief Civil Deputy County Attorney

_____ CITY

By _____

ATTEST:

_____ City Recorder

Attorney Approval

The undersigned, the authorized attorney of _____ City, approves the foregoing Agreement as to form and compatibility with State law:

_____ City Attorney

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 1”) is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Kaysville City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-246 (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2017 calendar year obligation to the County for service calls,
excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ <u>105,490</u>
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ <u>\$11,500</u>
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547 - <u>\$504,429</u> \$1,591,118
Combined Cities’ 50% Obligation:		\$1,591,118 <u>x</u> 0.50 \$795,559
Average of the City’s Total Billable Calls for 2015 and 2016:		632.50
Average of Combined Cities’ Total Billable Calls for 2015 and 2016:		10,604
The City’s 2016 Usage Rate:		632.50/ <u>10,604</u> 5.9650%

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2017 Calendar Year Obligation to the County:		\$45,766.92

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	240
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$6,180.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	5.9650%
The City's 2017 Calendar Year Obligation to the County:	\$3,352.33

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	KAYSVILLE CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST: _____ Davis County Clerk/Auditor Date: _____	ATTEST: _____ City Recorder Date: _____
APPROVED AS TO FORM AND LEGALITY: _____ Davis County Attorney's Office Date: _____	APPROVED AS TO FORM AND LEGALITY: _____ City Attorney Date: _____

525. JOB DESCRIPTIONS

- (2) CLASS TITLE: **Assistant Chief of Police**
DEPARTMENT: **Police**
STATUS: **Exempt**

JOB SUMMARY

Under the general guidance and direction from the Chief of Police, performs administrative and supervisory duties in operating the Kaysville Police Department and enforcing local, state, and federal laws and regulations.

TOOLS AND EQUIPMENT

Fully equipped police vehicle with two-way radio, siren, and concealed emergency lights; emergency police equipment; first aid supplies; hand gun; shotgun; speed detection equipment; camera; and any other appropriate law enforcement equipment.

TYPICAL DUTIES

1. Supervises department employees directly or through division supervisors; schedules; assigns and evaluates work; coordinates employment decisions with the Chief of Police; performs internal affair investigations on complaints of employees; disciplines employees; trains, and coordinates the training of employees.
2. Formulates policies and procedures for the internal operation of the department; ensures that policies and codes of conduct are enforced.
3. Assists officers in proper investigation and law enforcement techniques; responds to complaints against officers.
4. Studies local conditions and analyzes trends in crime and traffic accidents; develops new programs and law enforcement methods; evaluates the effectiveness of departmental operations.
5. Prepares budget in coordination with the Chief of Police; monitors expenditures to ensure compliance with budgetary limitations; establishes departmental procedures.
6. Required to be on-call and available to respond when needed.
7. Coordinates police activities for the City with federal, state, and surrounding law enforcement agencies.
8. Performs patrol officer duties and covers shifts when emergency manpower situations occur within the department.
9. Speaks at public gatherings to educate and involve citizens in crime prevention and control, and to promote good community relations.
10. Performs related duties as required or assigned by the Chief of Police.

MINIMUM QUALIFICATIONS

1. EDUCATION AND EXPERIENCE
 - (a) Preferred graduation from college or university with a bachelor degree in police science or related field; AND
 - (b) Ten (10) years of police experience in progressively responsible law enforcement positions
 - (c) An equivalent combination of education and experience
2. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES
 - (a) Considerable knowledge of federal, state, and local laws and ordinances; working knowledge of modern management practices and procedures; some knowledge of modern theories of psychology and sociology
 - (b) Skill in the use of firearms; skill in the operation of a variety of police equipment
 - (c) Ability to direct the work of others; ability to respond quickly and appropriately under conditions of stress; good physical and mental condition for specialized situations; ability to establish and maintain effective working relationships with employees, other agencies, and the public; ability to follow written and verbal instructions; ability to communicate effectively verbally and in writing

SPECIAL REQUIREMENTS

1. Must possess a valid Utah driver's license
2. Must be Peace Officer Standards and Training (POST) certified

SELECTION GUIDELINES

1. Formal application
2. Rating of training and experience
3. Reference check

4. Writing sample
5. Oral board interview

PHYSICAL REQUIREMENTS

1. Lifting up to 200 pounds in emergency situations
2. Climbing buildings, fences, etc.
3. High speed vehicle operation
4. Operation of firearms
5. Exposure to inclement weather; outdoor activities
6. Repetitive: lifting; climbing; standing; walking; running; jumping; talking; hearing; use of wrist, hands, and fingers

(8) CLASS TITLE: **Support Services Supervisor**
DEPARTMENT: **Police**
STATUS: **Non-Exempt**

JOB SUMMARY

Under the general supervision of the Chief of Police and the immediate supervision of the Lieutenant, performs a wide variety of first-line supervisory and complex technical support services to the Patrol, Investigative, and Administrative functions of the Kaysville Police Department to expedite the administrative processes and procedures relating to the documentation, management, and control of sensitive law enforcement data. Manages the daily operations and exercises technical and functional supervision over assigned non-sworn staff within the Police Support Services Division.

TOOLS AND EQUIPMENT

Word processor, computer, typewriter, police radio, copy machine, fax machine, and dictation equipment.

TYPICAL DUTIES

1. Manages the day-to-day operations and supervises Support Services Division non-sworn personnel.
 - Monitors and evaluates employee work flow and performance, data accuracy, and overall quality
 - Assigns priority work projects; reviews work in progress; assures duties are accomplished according to established guidelines and regulations; provides or coordinates training, when necessary
 - Performs quarterly employee performance evaluations
 - Initiates corrective or disciplinary actions
 - Inventories and orders office supplies
2. Manages and performs the processing and maintenance of confidential police records, reports, and official documents into a variety of specialized law enforcement database systems.
 - Assures departmental compliance with legal guidelines for the maintenance, availability, confidentiality, and release of sensitive police records to authorized individuals, subject to the Government Records Access Management Act (GRAMA)
 - Prepares the distribution of all legal documentation necessary to initiate prosecution of a criminal case; forwards all pertinent documentation for criminal filings with the appropriate agency, including but not limited to: Davis County Attorney's Office, Kaysville City Prosecutor's Office, District and Justice Courts, and Juvenile Courts
 - Responsible for processing expungement orders, ensuring files are sealed or expunged when notified by court order; maintains record of completed expungements
3. Performs comprehensive data collection on various aspects of reported criminal incidents and maintains a database of such details.
 - Provides monthly statistical reports of offenses and arrests to the UCR system for mandatory reporting to the FBI.
 - Compiles and generates law enforcement statistical reports for police administration
4. Performs a wide variety of administrative tasks for the Chief of Police and police administration.
 - Maintains classified employee personnel files
 - Maintains records of departmental budget figures and expenditures
 - Responsible for the review and verification of departmental employee time cards; maintains payroll records related to work time, leave accrual, and usage.
5. Serves as the Terminal Agency Coordinator, a point of contact for BCI.
 - Responsible for the departmental use of UCJIS files; monitors system use, enforces system discipline, and assures that outlined BCI operating procedures are followed by the department.
 - Responsible for training, functionally testing and affirming the proficiency of terminal operators in order to assure compliance with NCIC policy; maintains records of all training, testing, and proficiency affirmation in accordance with FBI and BCI requirements; coordinates available training available for law enforcement personnel, non-sworn criminal justice practitioners, and administrators.
 - Supervises and responsible for the entry, maintenance, removal, modification, and validation of records within the FBI Information Systems NCIC database
 - Responsible for the successful completion of FBI or BCI-required audits, which require sufficient and accurate record management and the adherence to federal and state policies regarding the use of UCJIS policies.
6. Supervises and performs non-emergency dispatch services for the police department.
 - Identifies and dispatches available police units using the Computer Aided Dispatch computer system
 - Maintains a detailed log of all incoming calls and a daily record of all incidents handled by the Kaysville Police Department.

7. Supervises civilian crossing guard employees.
 - 18 full-time and 12 part-time personnel
 - Responsible for scheduling and maintaining adequate coverage of all school crossings
 - Ensures that each crossing guard maintains a sufficient level of training
 - Manages the hiring of personnel when necessary

MINIMUM QUALIFICATIONS

1. EDUCATION AND EXPERIENCE
 - (a) Graduation from high school; AND
 - (b) Graduation from a college with an Associate's Degree or higher; AND
 - (c) Five (5) years of related clerical/administrative experience, to include one (1) year experience in supervision and records management; OR
 - (d) An equivalent combination of education and experience.
2. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES
 - (a) Working knowledge of modern office practices and procedures, filing, and use of a word processor and computer system.
 - (b) Skill in typing, at least 60 wpm; skill in using a dictaphone or dictation system; skill in the operation of a variety of office equipment, including a computer system; ability to respond quickly and calmly to emergencies; ability to establish and maintain effective working relationships with other employees, other agencies, and the public; ability to follow written and oral instructions; ability to effectively communicate verbally and in writing.
 - (c) Ability to operate and communicate over a police radio system.

SPECIAL REQUIREMENTS

1. Must possess a valid Utah driver's license
2. Must acquire and maintain BCI certification
3. Must be certifiable as Notary Public in the State of Utah

SELECTION GUIDELINES

1. Formal application
2. Rating of training and experience
3. Skill test for typing and use of office equipment
4. Reference check and background investigation
5. Oral board interview

PHYSICAL REQUIREMENTS

1. Light lifting
2. Repetitive: listening; talking; standing; sitting; wrist, hand, and finger movements

KAYSVILLE CITY COUNCIL

Meeting Minutes

January 19, 2017



Minutes of the Kaysville City Council meeting held Thursday, January 19, 2017 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center at 23 E Center St., Kaysville, UT 84037.

Present: Mayor Hiatt, Council Member Snell, Council Member Page, Council Member Adams, Council Member Lee and Council Member Garn.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Parks and Recreation Superintendent Cole Stephens, Police Chief Oberg, Finance Director Dean Storey, Jeff Dunford, Ron Zollinger, Members of Cub Scout Troop 596, Rob, Nilsen, Alan Farnes, Loree Kamalu, Randi Vonbose, Andrea Richards, Phil Richards, David Hasson, Jerry Goodspeed, John Loveless, Hannah Loveless, Audrey Nybo, Leeann Ayer, Steve Kemeny, Austin Kemeny, Brad Chapple, Cerissa Thompson, Josie Sanders, Kate Niederhauser, Kyler Hansen, Duane Hansen, Emily Arrington, Trevor Dustin, Brooklynn Gallagher, Jonah Feigleson, Kate Stuart, Ryan Lindberg, Nick Haroldsen, Josh Foster, Preston Henrie, Bryson Hall, Lance Jeffery, Dane Dansie, Carole Walker, Katie Witt, Jeana Stockdale, and Robert Stockdale.

Opening provided by Council Member Larry Page.

BUSINESS SPOTLIGHT

Mayor Hiatt explained that the business was not able to be present.

POWER COMMISSION APPOINTMENTS

Mayor Hiatt explained the background, noting that the City Council has discussed the need to create a Power Board as an advisory board. He noted that there were many qualified applicants that have been narrowed down to seven members. The members include Council Member Susan Lee, Sean Chilcote, Allen Farnes, Patrick Hein, John Loveless, Jordan Stephenson, and Brock Thayn.

Council Member Lee made a motion to accept the appointments for the Power Board, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

CALL TO THE PUBLIC

Mayor Hiatt explained that Call to the Public is the time for the public to address agenda or other items and asked the audience to limit comments to three minutes.

Katie Witt stated that she is involved with the Kaysville Rotary. She noted that Days for Girls will be held on Saturday, January 28th at Davis High School. She noted that they are hoping to have 2000-3000 volunteers. She expressed gratitude to Mayor Hiatt and advised that she will be streaming the State of the City Address, on February 8, 2017, on the Kaysville Condensed Facebook page.

Lorene Kamalu, Planning Commission, stated that she is excited about the Power Commission. She thanked the Mayor and City Council for the appointments of those in the community that are willing to serve.

John Loveless, stated that it would be helpful to have glass recycling within Kaysville City. After research, he found that glass recycling within Kaysville would be free of charge if the City would host a location, and keep the area clean and safe.

Ron Nielsen stated that he drove around the City and took pictures during the last snow storm. He noted that Chelsea drive, a cul-de-sac, was clear. He feels that main streets need to be cleared first for the safety of children, not cul-de-sacs.

Dean Wall explained that he was speaking on behalf of a Kaysville resident and neighbors, he is concerned about a power bill and is upset about the City staff not contacting him. He explained that he may file a complaint against the City.

Kate Hart stated that David Robinson, in a previous meeting, incorrectly claimed that Council Member Adams did not have a have a business license.

Jeff Dunford stated that he compliments City staff. He noted that he read the Agenda packet and explained that the proposal for parking around Davis High School is what citizens hoped for. He suggested that permits not be given to all residents, but on a case by case basis.

Kate Neiderhauser, PTA/Davis High School, noted that a City Ordinance for Parking should be extended to all residents and businesses, to include the Kaysville City Theater.

USU MASTER PLAN PRESENTATION – JERRY GOODSPEED

Jerry Goodspeed, Director of the Utah State University Botanical Center, explained the concept of the Master Plan for the center.

He explained that it is important to experience natural resources. He explained that the focus of the Utah State University Botanical Center is education and research on conservation and wise use of plant, water, and energy resources. He explained that the committee may build a new Visitors Center. He noted that they have the largest arboretum in the state of Utah.

He encouraged the City Council to come and offered to give them a tour.

PROPOSAL TO RETAIN ‘NO PARKING’ SIGNS NORTH OF DAVIS HIGH SCHOOL

City manager Shayne Scott explained that parking has been a highly discussed topic in Kaysville the past few years – specifically the parking in and around Davis High School. Since discussing parking issues on September 1 at the regular City Council meeting, various groups have met and discussed the aspects surrounding this issue. He explained that people on both sides of the issue have claimed safety as a priority. He noted that staff discussed four options: To remove all signs and allow parking in this area, to allow for only 2 hour parking, to allow for no parking from 10am – 2pm, or to allow for parking in the area by permit only.

Shayne Scott explained that it is the staff’s recommendation to go with Option 3 and restrict parking from 10am – 2pm. He recommended we take the following actions and 1) Decriminalize parking violations in Kaysville by passing the proposed ordinance, 2) Update all signs to reflect new parking hours in all locations, 3) Enforce the No Parking at least once each school day with Kaysville Police Officer staff (keeping in mind that this no parking extends to any and all cars during posted hours) 4) Install additional signs in additional areas around DHS as needed, 5) Encourage DHS staff and administrators to perform the tasks they have committed to performing and continue to address the parking problem at Davis High School.

Council Member Garn acknowledged it would take extra work to do permitting. He acknowledged that residents have valid concerns with safety and access. He noted that the role of the city is to manage the resource. He explained that costs could be cut by the cost of permitting. He stated that permits could be available to both residents and students at a cost. He noted that there should be adequate parking and as a body, the City Council should find a safe resolve for residents and students.

Council Member Adams noted that the school has opened their doors for City events, and a solution is needed. He noted that he approves of painting curbs, and asked that the students come up with a solution as well. Council Member Adams noted that this parking issue is not the fault of the students. He noted that the Davis High Parking lot could be restriped with angled parking. He encouraged students to be respectful, eliminate littering, and keep driveways clear.

Council Member Lee noted that parking needs to be uniform throughout the City.

Council Member Page explained that he isn’t convinced that there is a need for uniformity throughout the City. He recognized the severe parking issue that exists during the day, in front of residents homes. He noted that the residents should have the same parking options the students have.

Council Member Snell noted that he has spoken with Principal Swanson and the residents as well. He noted that the City Council and the community are trying to find common ground. He noted that they could offer incentives for carpooling, consider issuing reserved parking spaces, if there are two or more students per carload. He noted that he would like the Council to find a solution that works, then possibly expand this to other areas.

Council Member Garn made a motion to have staff prepare a plan that would allow both students and residents to park on the streets, probably by use of parking permits, second by Council Member Snell.

Council Member Adams made a substitute motion to put bags over the signs for a year and see if any reconciliation can be made with specific conditions and alternative methods, such as booting a car or towing a vehicle if violating the parking ordinance. Motion fails for lack of a second.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed 4 to one.

Andy Thompson, City Engineer, advised that he will have information for the Council to review in two weeks.

PARKING ORDINANCE 17-01-01, REVISING AND AMENDING PROVISIONS OF THE REVISED ORDINANCES OF KAYSVILLE CITY.

Shayne Scott, City Manager, explained that regardless of the outcome of the signs, staff believes that moving parking violations from a criminal to a civil offense will allow for better enforcement and easier collection. Parking offenses tend to be more minor offenses and there is a significant time and cost savings in moving these offenses to civil matters. The burden of proof on a parking violation is also removed from the court system.

Council Member Snell made a motion to adopt the Parking Ordinance 17-01-01 revising and amending provisions of the revised ordinances of Kaysville City, second by Council Member Page.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed four to one.

ORDINANCE 17-01-02, AMENDING SECTION 17-31-2, ACCESSORY BUILDINGS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY

Andy Thompson, City Engineer, explained that in regard to the existing requirements pertaining to accessory buildings, staff has been asked to research possible modifications to the ordinance that may more appropriately accommodate accessory structures such as sheds and detached garages that residents are proposing. He noted that it is not uncommon to have a request for larger and

taller accessory buildings in order to house or accommodate large recreation vehicles, RV's, boats, etc. The current ordinance allows for such structures to be built up to the maximum allowed height in the zone, but based on the way it is measured currently often requires such buildings be set back and positioned from property lines such that the access to such buildings is no longer suitable. ie: garage positioned so that maneuvering a boat or RV is all but impossible.

He explained that staff has researched ordinances of other cities throughout the State and discussed internally different concerns and means of modifying the current ordinance. Based on this research and discussion the following amendment is proposed by staff.

Council Member Snell made a motion to amend Ordinance 17-01-02, Amending Section 17-31-2, Accessory Buildings, of the Revised Ordinances of Kaysville City, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

TYLER MEADOWS SUBDIVISION ACCEPTANCE OF IMPROVEMENTS AT 550 SOUTH KNIGHT'S WAY AND 988 WEST SMITH LANE.

Council Member Page made a motion to accept the improvements for Tyler Meadows Subdivision at 550 South Knights Way and 988 West Smith Lane, second by Council Member Snell.

Council Member Adams made a substitute motion to accept the improvements for Tyler Meadow Subdivision with an additional warranty, a 6-12 month period, for the areas that are compromised by the road cuts, second by Council Member Snell.

The vote on the substitute motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

QUARTERLY BUDGET UPDATE – DEAN STOREY, FINANCE DIRECTOR.

Dean Storey, Finance Director, gave an overview and update of the Quarterly Budget Report and reported that the City is in solid financial standing. The Quarterly Budget 2017 is included in the Staff Report.

CELL TOWER LEASE WITH AMERICAN TOWER ASSET.

Shayne Scott, City Manager, explained that American Tower Asset Sub, LLC reached out to Kaysville City and expressed a desire to extend the current lease we have with them for a cellular tower on land owned by Kaysville City. This agreement would extend the lease until 2040. For extending the lease, the City would receive a onetime payment of \$50,000, establish the rent to be paid, and allows for some revenue sharing on the part of the City as the lease company adds on any additional sub lease tenants to this tower.

At the January 5, 2017 meeting there were two items that Council instructed staff to ask about including in the agreement in addition to two typo type corrections. The typos have been corrected.

The first of the additional requests was a provision that the tower be maintained in good condition. This section has been added to the agreement. The second was to ask if there was potential in any sort of visual shield for a tower like this that is so near the downtown Kaysville area. Shayne Scott recommends that we accept the agreement with American Tower Asset Sub, LLC. After negotiating \$20,000 more than initially offered, we feel like this is the best deal for Kaysville City. Although it is hard to compare apples to apples in a case like this, staff has also checked with other cities on recent negotiations for cell tower leases and believe we have negotiated a fantastic deal for the City compared to similar situations in other Davis County Cities. We acknowledge the changes to the contract since the last meeting and believe this is a fair and equitable deal for both parties.

While expiration of this lease is not eminent, being able to re-up and receipting the down payment now is a good deal for Kaysville. City staff does not believe another use of this tower is imminent. Legal has had the chance to review this lease and has signed off on this agreement from a legal perspective.

Council Member Page made a motion to approve the Cell Tower Lease with American Tower Assett, second by Council Member Lee.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

COUNCIL DISCUSSION AND ACTION OF POSSIBLE CODE OF CONDUCT VIOLATION.

Council Member Garn distributed a letter to the City Council.

Mayor Hiatt noted that Council Member Adams has not had a chance to read the letter that has been presented and noted that he is due, due process. He noted that he will give equal time to Council Member Adams and Council Member Garn, he granted them ten minutes each.

Council Member Garn suggested that this matter be postponed to give Council Member Adams time to respond over the next two weeks.

Council Member Page stated that delaying this matter and giving Council Member Adams time to prepare is just decision.

Council Member Adams noted that he is willing to discuss this matter. He noted that there isn't an appeal process and feels that is a fault with the Code of Conduct. He stated that he feels the accusations are false.

Mayor Hiatt noted that notification should have been given to Council Member Adams. He explained c Counsel on the process going forward.

Council Member Adams noted that he is due, due process and expects to be represented or given a chance for rebuttal.

Council Member Garn noted that the intent was not for formal action, but for discussion.

Council Member Adams made a motion to continue with the discussion of admonishment. Motion fails for lack of a second.

Council Member Adams made a motion for this matter to be stricken from the Council agenda indefinitely, second by Council Member Lee.

Kate Hart, proposed the emails and letter be put on the website.

The vote on the motion was as follows:

Council Member Snell, Nay
Council Member Page, Nay
Council Member Adams, Yea
Council Member Garn, Nay
Council Member Lee, Yea

The motion failed three (3) to two (2).

Mayor Hiatt noted that he will reach out to David Church, Attorney, for recommendations and will report back to City Council.

COUNCIL MEMBER REPORTS.

Council Member Snell noted that they had a meeting with Blu Line Design and the process for design at Pioneer Park has been started. He noted that they will have a public open house to discuss further development.

MINUTES

Mayor Hiatt asked for a motion to approve the Minutes of January 5, 2017.

Council Member Lee made a motion to approve the Minutes for January 5, 2017, second by Council Member Snell.

The vote on the motion was as follows:

Council Member Snell, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Lee, Yea

The motion passed unanimously.

CALENDAR ITEMS

The current calendar items are listed on the website.

CLOSED SESSION TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL.

Closed meeting.

ADJOURNMENT

Council Member Garn made a motion for adjournment at 10:45 p.m., second by Council Member Lee and passed unanimously.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2 8am - Kaysville 7pm - City Council	3 7:30pm - Daddy	4 7:30pm - Daddy
5	6	7 11:30am - Business	8	9 7pm - Planning	10	11
12	13	14 Valentine's Day	15	16 7pm - City Council	17	18
19 City Offices Closed Presidents' Day	20 11:30am - Business	21	22	23 7pm - Planning	24	25
26	27	28	1	2 8am - Kaysville 7pm - City Council	3	4

City Calendar and Events, Community Events, Holidays in United States,
Other Events Happening in Kaysville, Recreation Programs and Activities

Mar 2017 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2 8am - Kaysville 7pm - City Council	3	4
5	6	7 11:30am - Business	8	9 7pm - Planning	10	11
12 Daylight Saving	13	14	15	16 7pm - City Council	17	18
19	20	21 11:30am - Business	22	23 7pm - Planning	24	25
26	27	28	29	30	31	1

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
2	3	4 11:30am - Business	5	6 7pm - City Council	7	8
9	10	11	12	13 Thomas Jefferson's 8am - Kaysville 7pm - Planning	14	15
16 Easter Sunday	17	18 11:30am - Business	19	20 7pm - City Council	21	22
23	24	25	26	27 7pm - Planning	28	29
30	1	2	3	4	5	6

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DAVID L. CHURCH

January 28, 2017

Mayor,

You have asked for my opinion and advice on the following questions:

1. How should the City Council and Mayor address claims of misconduct by a city council member or member of the public?
2. What process should be followed to notify said councilmember of pending action?
3. What action can legally be taken?
4. In addition to your legal opinion, I'd appreciate your "candid opinion" on the events you've observed.

In preparing to give this opinion I have reviewed the email correspondence chain you forwarded to me, the City's adopted Code of Conduct and the proposed letter of admonish to Council Member Adams. I have also reviewed various provisions of state law that I felt were relevant.

I will respond to your questions in the order that they asked.

1. How should the City Council and Mayor address claims of misconduct by a city council member or member of the public?

The City Council and Mayor must respond toward claims of misconduct of a city councilmember differently than they respond to claims of misconduct of a member of the public. In addition the response to each depends on the nature and seriousness of the misconduct. First I will discuss misconduct that occurs in a City Council meeting.

Utah law (U.C.A. 10-3-607) provides that on a two-thirds vote of the members of the city council, a city council may fine or expel a member of the city council from a public meeting for:

- (a) disorderly conduct at the open public meeting;
- (b) a member's direct or indirect financial conflict of interest regarding an issue discussed at or action proposed to be taken at the open public meeting; or
- (c) a commission of a crime during the open public meeting.

If you have all five council members present and voting then you would need four out of the five voting to expel the disorderly member. A two-thirds vote for your council would be 4 out of the 5 voting to expel if all members are present. If one member is absent then it takes 3 out of the 4 present to agree on the action.

Utah law (U.C.A. 10-3-608) provides that the city council on a two-thirds vote may expel any other person who is disorderly during the meeting of the city council.

It is clear that the power to expel a council member is broader than the power to expel a member of the public. The public can only be expelled for disorderly conduct while a council member can also be expelled for direct or indirect financial conflicts of interest.

What constitutes disorderly conduct can be an issue of dispute. Utah law (U.C.A. 10-3-606) requires a city council to adopt rules that govern and prescribe for a public meeting; the parliamentary order and procedure; ethical behavior, and civil discourse. In my opinion if these rules have been adopted and a member of the city council or the public refuses to abide by these rules during any meeting then they could be expelled for disorderly conduct. This is contingent on the rules being clearly established and communicated to the members and the public; and there being a clear refusal to abide by the rules; and there being a two-thirds vote of the members to expel the offender.

Misconduct outside of the public meeting is a different matter. You have very limited power to sanction a member of the public for misconduct outside of the meeting. If a criminal violation has occurred then that is a matter for the public prosecutor to respond to. A city council cannot and probably should not attempt to control, sanction or admonish members of the public for their behavior, ethics, or the uncivil nature of their discourse outside of the actual meeting.

Misconduct of a member of the City Council outside of the meeting is a different matter. If the misconduct involves an allegation that a crime has been committed then it should be referred to the public prosecutor. If it involves an allegation that there was a violation of the state Municipal Officers and Employees Ethics Act (U.C.A. 10-3-1301 et seq.), which the mayor and city council members are subject to, then the allegation should be referred to the state Political Subdivisions Ethics Review Commission for investigation and decision on the issues raised.

City Councils also have the authority to adopt rules of civility and conduct for their own members that do not arise to the level of a violation of law or the state ethics act. You have done so with your adopted Code of Conduct for Elected and appointed Officials.

Your code of conduct proscribes certain conduct that can occur both within and without a meeting. It provides that the City Council on majority vote may impose sanctions including verbal reprimand in open meeting, a formal letter of censure, loss of committee assignments or removal from a meeting. This section does not contain any particular procedure for processing

any complaint against a council member other than providing that the Mayor has “the responsibility to intervene when actions of Members appear to be in violation of the Code of Conduct are witnessed or brought to their attention.” It also provides that the “City Council by majority vote may also impose sanctions on Members whose conduct does not comply with the City’s ethical standards.”

It appears to me that either the Mayor or the Council could initiate the process to enforce compliance with sanctions but that the sanctions are limited to only those set out in the Code of Conduct. I do not think you have the authority to add many other sanctions except perhaps the possibility of a fine (as is referred to in Utah Code 10-3-607). What may be lacking from your Code of Conduct is any clarity as to the process that should be followed if there is an allegation of misconduct that occurs outside of the meeting and that is not covered by the Municipal Officers and Employees Ethics Act or does not rise to the level of being criminal.

2. What process should be followed to notify said councilmember of pending action?

If the allegation is that the Council Member violated the City’s code of conduct then the council member should be afforded some due process. The Utah Supreme Court has said due process is not a technical conception with a fixed content unrelated to time, place, and circumstances but a flexible concept based on fairness. *See V-1 Oil Co. v. Department of Env’tl. Quality*, 939 P.2d 1192, 1196 (Utah 1997) and *Dairy Product Services, Inc. v. City of Wellsville*, 2000 UT 81, & 49, 13 P.3d 581, pg 593. Where, as in this situation, the sanctions available are only a reprimand; or loss of a committee assignment, an informal hearing is all the process that is necessary under the law in my opinion. This requires some prior notice of the allegations and a right to respond to the allegations prior to the vote by the Council. There is no right in the policy for a formal hearing, with witnesses, evidence, representation etc.

If the problem is disorderly conduct within the meeting then no notice or process is required by the law other than the necessary two-thirds vote to expel. In my opinion the Council member at risk of being expelled would have a right to vote on whether he should be expelled.

3. What action can legally be taken?

The City Council is limited to the sanctions for out-of-meeting misconduct to those set out in your Code of Conduct. For in-meeting misconduct you can, in addition to the other sanctions, vote to remove the offender from the meeting.

A criminal violation and conviction can lead to a council member being removed from office. In theory the Ethics Commission could also recommend removal from office for serious ethical violations.

4. In addition to your legal opinion, I'd appreciate your "candid opinion" on the events you've observed.

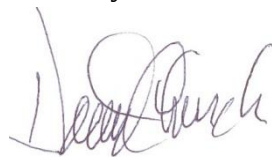
In my opinion, and based on my experience in other cities, I think that only the most egregious conduct should be sanctioned. I do not believe any member of the public or member of a council should be expelled from a public meeting unless the conduct is so disorderly that it is impossible for the meeting to continue. From what I have seen your meetings have not yet devolved to the point that someone would need to be removed from the meeting.

I have never seen a public reprimand or censure of a public official change anyone's future behavior. In my experience, if issues like the ones you have made me aware of cannot not be resolved by private discussions, apologies, reconciliation, and counseling with each other, then they will certainly not be resolved by a public confrontation and public sanction.

I think that council members should not seek public sanctions against another member of the council unless it is very clear that it is in the best interest of the public and the city to do so and not just in the interest of a council member to do so. In other words the process should be to improve public discourse and service and not to satisfy an individual's sense of honor. If behavior will not be changed by the sanctions, or if a concrete problem will not be resolved by the sanction process, then I would avoid it.

I am not sure from what I know about your situation that any good will be accomplished by pursuing a reprimand for the behavior alleged, whether or not the allegations are well founded and proven.

Sincerely,

A handwritten signature in blue ink, appearing to read "David L. Church". The signature is fluid and cursive, with the first name "David" being more prominent.

David L. Church
Attorney at law



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville Business Park Architectural Review Committee will hold a special meeting followed by a regular City Council meeting on Thursday, February 2, 2017, starting at 6:45 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

6:45 p.m. ARCHITECTURAL REVIEW COMMITTEE MEETING

1. Approval of new office warehouse at 858 West 350 North – Horizon Masonry.

7:00 p.m. CITY COUNCIL MEETING

1. Opening – Council Member Jake Garn.
2. Call to the Public.
3. Adding Full Time Employees in Kaysville Fire Department – KFD Captains.
4. Parkwood Subdivision Phase I Acceptance of Improvements at Approximately 35 West Shepard Lane.
5. Final Plat Approval for Clifton Subdivision at 42 North Angel Street – Paul Clifton.
6. Final Plat Approval for Meadow Manor Subdivision Amended at 1512 South Driftwood Lane – Robert Wood.
7. Final Plat Approval for Lot 9 Kingsview Estates Amended at 278 East Shepard Lane –Wendell Peery.
8. Permit Proposal for Parking on residential streets around Davis High School.
9. Election Agreement with Davis County.
10. Amendment #1 to the Interlocal Cooperation Agreement for Animal Services.
11. Approval of two job descriptions in Kaysville Police Department.
12. Appointment of Mayor Pro Tempore - 2017.
13. Council Member Reports.
14. Minutes.
15. Calendar.
16. Adjournment.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on January 30, 2017.

Maria T. Devereux
Maria T. Devereux
City Recorder